

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 85750

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) J & L Holdings LLC

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 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: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 24 2022

APPLICATION FOR TRANSFER OF WATER RIGHTS
PART 1

Department of Water Resources
Eastern Region

Name of Applicant(s) J & L Holdings LLC Phone 208-520-2580
Mailing address PO Box 111, Irwin, Idaho 83428 Email silverck100@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 Rocky Mountain Water Exchange, LLC Phone 208-524-2353
Mailing address 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 Email kristin.rmea@gmail.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.

P. Lynn Dixon
Signature of Applicant or Authorized Representative

P. Lynn Dixon
Print Name and Title if applicable

1-24-22
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**.

Applicant is contracted to purchase 26 acres of water rights for irrigation of lots within Pepperwood Crossing No. 3 Subdivision. A companion Application for Permit is also being submitted for additional diversion rate to meet the shorter instantaneous demands of a subdivision. See Part 1A.3 for additional information.

Narrative to Support Application for Permit and Application for Transfer*WR #s 35-7720 and 35-12467B**J & L Holdings LLC*

J & L Holdings LLC is developing Pepperwood Crossing No. 3 subdivision near Rigby, Idaho. An Application for Permit 25-14497 has already been submitted to obtain in-house domestic water for the new development. To obtain water rights for irrigation, Applicant is contracted to purchase a portion of both water rights 35-7720 and 35-12467B. Cumulatively, these two water rights will not grant an adequate diversion rate to satisfy the irrigation practices anticipated within subdivisions. Typically, irrigation occurs only at night. Agricultural irrigation water rights, under a pressurized system, generally anticipate that the rights will be used the entire 24 hours of the day and over the span of numerous acres, and could, therefore, operate under a lower diversion rate. Subdivisions differ in operation practices in both hours per day and quantity of acres. It is proposed to obtain an increased diversion rate under a new Application for Permit, with all consumptive use mitigated by the non-use of the purchased water rights described in the transfer application.

Application for Permit

As stated, the purpose of this application is to obtain an adequate diversion rate to be paired with the purchased ground water rights. The subdivision lots and common space total about 46.9 acres. Removing an average development footprint of 0.15 acres per lot and the area of the sidewalks to the park (for a total of 20.9 acres), there remains about 26 acres that will require irrigation water rights. In order to operate effectively, the irrigation systems will require the standard diversion rate of 0.02 cfs/acre for a total rate of 0.52 cfs.

All consumptive use under this new permit will be mitigated by the non-use of the purchased ground water rights described in the transfer application.

The proposed points of diversion include two existing diversions used for delivering water to the other divisions of Pepperwood, and a new point of diversion that will be located within Division 3. These three points of diversion are also proposed to deliver the domestic water under Permit Application 25-14497.

Application for Transfer

The purpose of this application is to relocate the Mitigation-by-Non-Use water rights for the new Application for Permit to the place of use of the subdivision. Copies of all contracts for the purchase are included in Attachment #3 of the transfer application.

Water rights 35-7720 and 1-7017 are currently appurtenant to 27.1 acres of the PT Elliot LLC property. Rights 35-7720 from ground water and 1-7017 from the Snake River were developed as fully overlapping at the described place of use. The ground water right 35-7720 is diverted from a well and a pond (although historically, both diversions were ponds). Water right 1-7017

is diverted directly from the Snake River at the Tomchak B #1 pump, then conveyed through mainline for delivery into the sprinkler system.

Right 1-7017, having a junior priority date of 1978, is seldom available for diversion during the irrigation season. The ground water right 35-7720 has been used as a primary water right historically due to curtailment of 1-7017. It is proposed that the overlapping portion of 1-7017, in amounts described below, be abandoned upon approval of this transfer:

1-7017 for 5.0 acres and 0.08 cfs

Water right 35-12467B shares the same place of use as 35-13294, but the rights are cumulative and do not overlap the same acres. It is proposed to only transfer a portion of 35-12467B in this application and to make no changes to 35-13294, except for adjustments to the combined use limitations.

Shares in the Osgood Canal also overlap the place of use of 35-12467B and will continue to be used at the existing place of use. Ground water will no longer be diverted at the existing place of use. Since the proposed place of use for this transfer application has shares in the Rudy Canal, the transferred water right portion will continue to be similarly stacked on lands with surface water rights and no new acres will be irrigated as a result of this transfer.

The Rudy Canal shares will continue to be held by the developer or future homeowners association, to ensure that they are not sold to any new water user to develop new acres and to maintain the stacked status of right 35-12467B transferred to the place of use. The Rudy Canal will continue to divert the shares of water down their canal and ditches, which will be used to help convey water to other patrons of the Rudy Canal. Although the shares will continue to exist among the cumulative water right, the diversion of those shares will not be used directly on subdivision lands in a consumptive manner but rather will help convey others shares to their lands and thereafter sink into the ground providing incidental recharge to the aquifer.

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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	35-7720	0.10 cfs	Mitigation by Non-use	4/01 to 10/31	Groundwater
☐ ☒	35-12467B	0.26 cfs	Mitigation by Non-use	4/01 to 10/31	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.36 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.36 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 #
Yes			NE	SE	36	4N	38E	Jefferson	Groundwater	
No			SE	SE	36	4N	38E	Jefferson	Groundwater	D0081365
No			SE	SE	36	4N	38E	Jefferson	Groundwater	D0043838

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	
4N	38E	36													X	X			
Total Acres (for irrigation use)																			

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:
Three wells will be used for a public water supply system for the subdivision, providing both domestic water and irrigation water rights.
- b. Who owns the property at the point(s) of diversion? Applicant and Rocky Mountain Utility Company LLC
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Existing wells are located on well lot in the name of Rocky Mountain Utility Co., owned by Jim Bernard, developer of subdivision, and the entity through which the water system is operated and maintained.
- 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: _____

 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:
Right 35-7720 - the lands will be retired from irrigation and the 5.0-acre overlapping portion of 1-7017 will be abandoned upon approval of the transfer. Right 35-12467B- The lands will be retired from ground water irrigation, but will continue to be irrigated by canal shares from the Osgood Canal.
- 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:
Water right 35-7720 shares a place of use with 1-7017 from the Snake River. Existing POD includes 35-13644, 35-14649, 35-14650, 35-7744. Right 35-12467B shares POU with 35-13294 (which are not stacked) and shares of Osgood Canal Co. Proposed POD-25-14497. Proposed POU has canal shares from Rudy Canal.
- 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

1/3/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-7720

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PT ELLIOTT LLC 392 N 4500 E RIGBY, ID 83442-5596 2085897140
Directors Report Owner	BURLEIGH TOMCHAK 202 BASSETT RD ROBERTS, ID 83444 2082286871
Directors Report Owner	MABEL TOMCHAK 458 BASSETT RD ROBERTS, ID 83444 2082286871

Priority Date: 04/22/1979

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	0.54 CFS	108.4 AFA
Total Diversion			0.54 CFS	108.4 AFA

Location of Point(s) of Diversion:

GROUND WATER	NESW Lt 6	Sec. 03	Township 04N	Range 37E	JEFFERSON County
GROUND WATER	SWSW Lt 5	Sec. 03	Township 04N	Range 37E	JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON 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>
04N	37E	3	7	SWNE	5.7	12	SWNE	4.6						
				NWSW	16.8									

Total Acres: 27.1

Conditions of Approval:

1. X35 Rights 35-7720 and 01-7017 when combined shall not exceed the irrigation of 27.1 acres.
2. E53 Use of this right with all other rights is limited to a total combined annual diversion volume of 108.4 acre-feet at the field headgate for the lands below.
3. T19 Pursuant to Idaho Code § 42-1412(6), 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: 01/12/2004

Permit Proof Due Date: 7/1/1982

Permit Proof Made Date: 5/20/1982

Permit Approved Date: 7/25/1977

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: 05/20/1977

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 78.7

Combined Volume Limit:

Combined Rate Limit:

1/4/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-12467B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WAYNE A JENSEN 2777 N 26 W IDAHO FALLS, ID 83402 2085214001
Original Owner	E J STEINKE RANCHES INC 5561 W 129 N IDAHO FALLS, ID 83402-5254 2087540444

Priority Date: 08/26/1957

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	0.44 CFS	140 AFA
Total Diversion			0.44 CFS	140 AFA

Location of Point(s) of Diversion:

GROUND WATER|NESESW|Sec. 05|Township 03N|Range 37E|BONNEVILLE County

IRRIGATION Use:

Acre Limit: 35

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE 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>
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03N

37E

4

NWSW 40

Total Acres: 40

Conditions of Approval:

1. X27 This right is limited to the irrigation of 35 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 35-12467B and 34-13294 when combined shall not exceed a total diversion rate of 0.51 cfs, a total annual maximum diversion volume of 160 af, and the irrigation of 40 acres.
3. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
4. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
5. 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 04/11/2002

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:

Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Combined Acres Limit: 40

Combined Volume Limit: 160

Combined Rate Limit: 0.51

Civil Case Number:

Total Acres (for irrigation use) 21

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Received by _____
 \$ 750 (1200 check) Date 1/24/22 Received by atb Receipt # E047733
 Fee paid by _____

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 10 day of January, 2022 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Michael James Johnston** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **J & L Holdings, LLC**, whose address is PO Box 111, Irwin, Idaho 83428, (hereinafter "Buyer");

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller currently has the legal right and option to a portion of Water Right No. 35-12467B (the "Water Right"), which was decreed on April, 11, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with priority dates of August 26, 1957. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy 21.0 acres of the Water Right. Buyer has agreed to purchase 21.0 acres of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Right:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / LRL DATE: 1/10/22 PAGE 1 OF 14

Purpose:	Irrigation
Priority:	August 26, 1957
Quantity (Diversion Rate):	0.26 cfs of the total authorized 0.44 cfs
Quantity (Volume):	84.0 acre-feet per annum
Place of Use (Acreage):	21.0 acres of the 35.0 authorized acres identified on Exhibit 2.

The above-described portion of the Water Right is referred to hereafter as the "Purchased Water Right."

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. No Earnest Money required.
5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location(s) for use in a pond and/or for small irrigation. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer and/or defending against a protest to the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
 - (a) Unstacking of Water Rights. While Water Right No. 35-13294 shares the same place of use as the Purchased Water Right, it does not appear to be stacked on the same acres, which should allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. 35-13294.
 - (b) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 21.0 acres or the converted portion for the pond as proposed in the application, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / KRL DATE: 1/10/22 PAGE 2 OF 14

within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.

- (c) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.
- (d) Option Agreement. If Seller is unable to obtain title to the Water Right through the exercise of Seller's option to purchase the Water Right because of a breach by the other party to the Option Agreement, Seller may elect to terminate this Agreement within 180 days of the breach. In such event, Closing on this Agreement shall be stayed for said 180 days pending resolution of the dispute over the Option Agreement or termination by Seller.

7. Closing.

- (a) Closing Date. If (1) the Water Right is unstacked as provided in paragraph 6(a); and (2) no protest to the Transfer is filed with IDWR; or (3) IDWR issues a transfer approval acceptable to Buyer without the conditions of paragraph 6(c) present, then Closing on the Purchased Water Right shall occur within 30 days after the date all the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR, or there is a dispute over the Option Agreement, and Buyer does not elect to terminate the Agreement as set forth in paragraph 6(d) of this Agreement, the Closing shall occur within 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, 1655 Elk Creek Drive Suite 100, Idaho Falls, ID 83404, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / LS DATE: 1/10/22 PAGE 3 OF 14

but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.
9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:
 - (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
 - (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
 - (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.
 - (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:
 - (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 12RL DATE: 1/10/22 PAGE 4 OF 14

- (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.
11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
12. Broker.
- (a) The Broker represents Buyer under this Agreement and Buyer shall pay Broker a fee of ____.
- (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/10/22 DATE: 1/10/22 PAGE 5 OF 14

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

_____/_____
Initials

Single Agency

Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

BUYER AND SELLER'S INITIALS: 16821 DATE: 1/10/22 PAGE 6 OF 14

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange, LLC	J & L Holdings LLC
482 Constitution Way Ste 303	PO Box 111
Idaho Falls, ID 83402	Irwin, Idaho 83428
Email: rog.rmea@gmail.com	
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Reed Nord	Lynn Dixon
3525 Merlin Dr.	PO Box 111
Idaho Falls, ID 83404	Irwin, ID 83428
Email: rgnord@ida.net	Email: ldixon@gmail.com

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

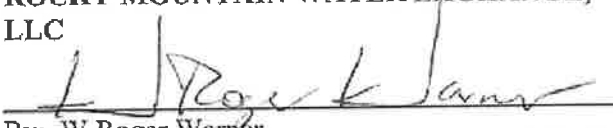
BUYER AND SELLER'S INITIALS: _____ / LDL DATE: 1/10/22 PAGE 7 OF 14

- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W Roger Warner

Its: Manager

"BROKER"

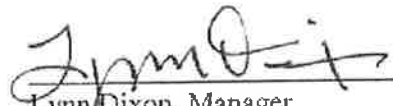
KELLER WILLIAMS EAST IDAHO


Michael James Johnston

By: Reed D. Nord, Agent for Broker

"BUYER"

J & L HOLDINGS LLC


Lynn Dixon, Manager

\\RMEASERVER\Projects\2017\17-0142_WR_WaterRightSales\Water Right Buyer\Jim Bernard

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / LPL DATE: 1/10/22 PAGE 8 OF 14

Exhibit 1

The "Water Right"

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

1/4/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-12467B

Owner Type	Name and Address
Current Owner	WAYNE A JENSEN 2777 N 26 W IDAHO FALLS, ID 83402 2085214001
Original Owner	E J STEINKE RANCHES INC 5561 W 129 N IDAHO FALLS, ID 83402-5254 2087540444

Priority Date: 08/26/1957

Basis: Decreed

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.44 CFS	140 AFA
Total Diversion			0.44 CFS	140 AFA

Location of Point(s) of Diversion:

GROUND WATER|NESESW|Sec. 05|Township 03N|Range 37E|BONNEVILLE County

IRRIGATION Use:

Acre Limit: 35

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ LEL DATE: 1/10/22 PAGE 9 OF 14

03N | 37E | 4 | | NWSW | 40 | | | | | | | |

Total Acres: 40

Conditions of Approval:

1. X27 This right is limited to the irrigation of 35 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 35-12467B and 34-13294 when combined shall not exceed a total diversion rate of 0.51 cfs, a total annual maximum diversion volume of 160 af, and the irrigation of 40 acres.
3. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
4. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
5. 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 04/11/2002

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:

Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Combined Acres Limit: 40

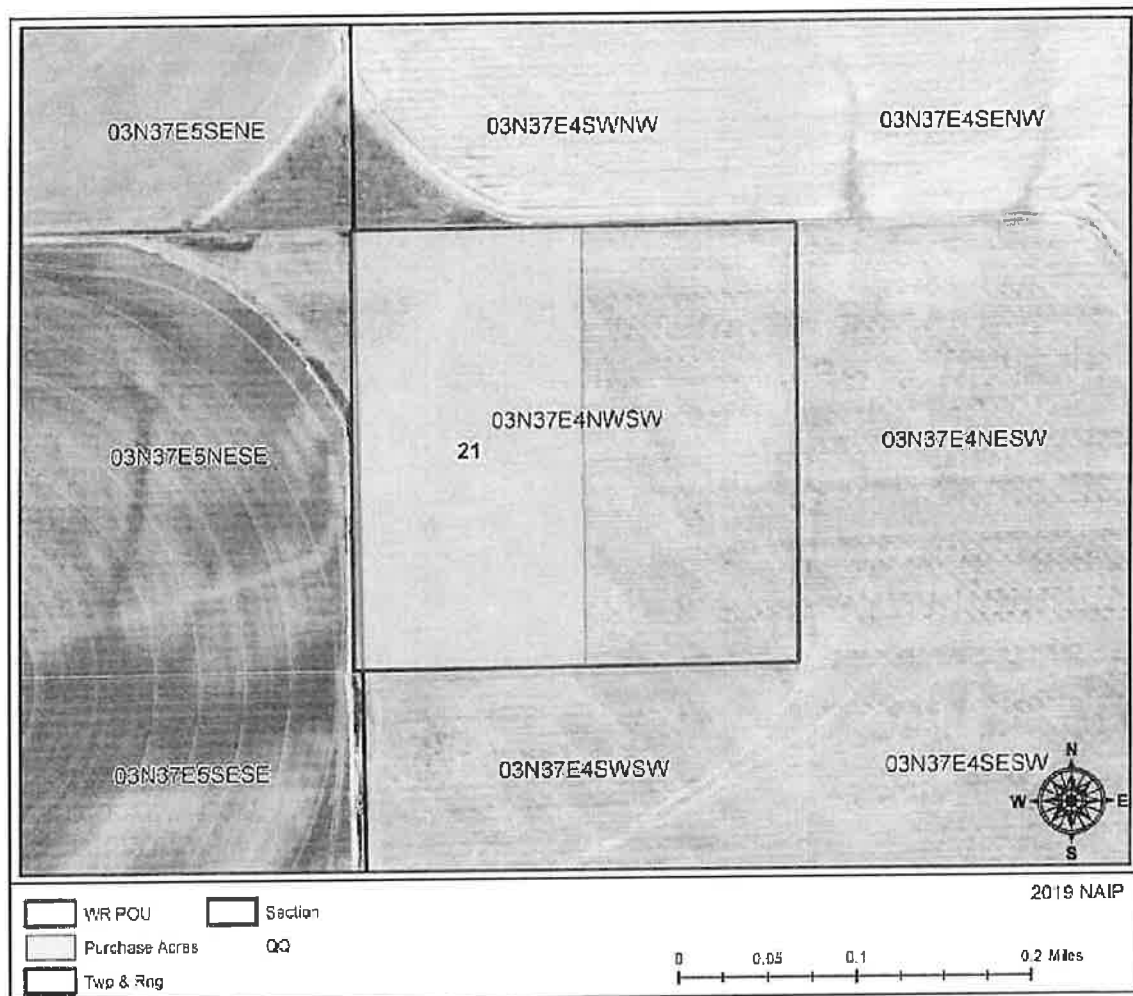
Combined Volume Limit: 160

Combined Rate Limit: 0.51

Civil Case Number:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTBUYER AND SELLER'S INITIALS: LR DATE: 1/10/22 PAGE 10 OF 14

Exhibit 2
Map of 21.0 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/PL DATE: 1/10/22 PAGE 11 OF 14

**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kristin Moore
Rocky Mountain Environmental Associates, Inc.
482 Constitution Way, Suite 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

WAYNE A. JENSEN, as his soul and separate property, whose address is 2777 N 26 W, Idaho Falls, Idaho 83402 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto J & L HOLDINGS, LLC, whose address is PO Box 111, Irwin, ID 83428 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 2022.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JL DATE: 1/10/22 PAGE 12 OF 14

"GRANTOR"

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2022, by _____.

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2022, by _____.

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ 1/10/22 DATE: 1/10/22 PAGE 13 OF 14

EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/10/22 DATE: 1/10/22 PAGE 14 OF 14

ROCKY MOUNTAIN WATER EXCHANGE LLC
482 CONSTITUTION WAY, SUITE 303
IDAHO FALLS, IDAHO 83402
 208-589-7301 208-390-3521

E-mails: rgnord@ida.net, rog.rmea@gmail.com

NET WATER LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL

This contract made this 26th day of February, 2021 between the following parties: **WAYNE JENSEN**, hereinafter called "Seller" of that certain real property, more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference, and **ROCKY MOUNTAIN WATER EXCHANGE, LLC**, hereinafter called "Exchange," 482 Constitution Way Suite 303, Idaho Falls, Idaho 83402, and **KELLER WILLIAMS REALTY EAST IDAHO**, an Idaho limited liability partnership acting on behalf of Exchange, whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with Michael James Johnston as Broker and Reed D. Nord acting as Agent for the Broker, hereinafter called "Broker."

1. STATEMENT OF EMPLOYMENT:

Seller hereby employs Exchange to sell the real property/Water Right upon the terms and conditions set forth in this contract and grant to Exchange the exclusive right to sell the real property/Water Right during the term of this contract. Seller agrees to conduct all negotiations to sell the Water Right through Exchange, and to refer to Exchange all inquiries or leads received in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the time this Net Listing Agreement is in effect. This contract shall commence when Exchange and Seller have signed this contract and shall continue through and include sale date.

2. REAL PROPERTY/WATER RIGHT:

Seller owns Water Right No. **35-12467B and 35-13294**, (the "Water Right") which was decreed on April 11, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of 8/26/1957 and 4/27/1956. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**. Seller desires to sell the [X] entire water right or [] a _____-acre portion of the water right (whether the entire Water Right or a portion thereof is designated, either is referred to hereinafter simply as the "Water Right").

3. TERM OF AGREEMENT:

The term of this Agreement shall commence on February 23, 2021 and shall expire at 11:59 p.m. on March 1, 2023 unless renewed or extended. This Agreement shall be automatically extended pending an active sale and transfer of the Water Right or portion thereof.

4. COMPENSATION OF EXCHANGE OF FEES:

Seller wants to NET \$ [REDACTED] from the sale of this Water Right. The Exchange and Seller shall determine the sales price of said property. The Exchange will bear all costs associated with marketing and deliver to SELLER the net proceeds (as stated above) at the time of closing. Seller understands that the difference between the actual sales price and the net proceeds amount received will be retained by the Exchange as a compensation fee.

5. Seller agrees to sell once the reserve price has been obtained. If for any reason Seller chooses not to accept the offer in excess of the reserve, Seller will pay to Exchange: compensation on the offer obtained.

6. SELLER WARRANTIES:

- (a) Seller warrants title to said Water Right, subject only to: IDWR and the liens and encumbrances as follows (list each lien holder's name, address and account number, if known: *(write NONE if None and initial on right side of contract)*)

NONE

- (b) Seller authorizes Exchange who shall request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action as a result of any undisclosed liens, encumbrances or title defects.
- (c) Seller agrees to obtain an authorization letter from lien holder(s), which will allow transfer of Water Right through IDWR.
- (d) Seller agrees and warrants the he has the ability to satisfy any and/or all mortgages, liens, judgments and any other encumbrances. Seller agrees to obtain a partial release of mortgage from lien holder(s) prior to closing. Seller further agrees to convey to the Exchange a good merchantable fee simple title by Special Warranty Deed, free and clear of all liens and encumbrances. Seller agrees to hold Exchange harmless in the event of Seller's inability to perform.
- (e) If Seller is a corporation, Limited Liability Company, partnership, or other form of entity other than an individual, the undersigned as agents of the Seller hereby warrant and guarantee that they are authorized and empowered by the above-named Seller to execute this contract on behalf of the Seller.

7. AUTHORITY OF EXCHANGE:

WJ

- (a) Exchange is authorized to sign any memorandum of sale on behalf of and in the name of Seller, or in Exchange's own name, in connection with the sale of Seller's Water Right.
- (b) Exchange is authorized to accept, give receipt for, and hold all moneys paid or deposited. Deposits will be held in the escrow account of Pioneer Title. In the event of any escrow deposit dispute, and the Exchange is in doubt as to the disbursement of escrow funds, the Exchange shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of the Exchange's compensation to the Exchange.

8. DEFAULT:

If for any reason Seller defaults under the terms of this contract or any memorandum of sale, sales contract or listing contract executed hereunder, the Exchange's compensation as defined above and all unpaid advertising and promotional expenses advanced by Exchange will be due and payable to Exchange on demand calculated at either the minimum listed price, sales memorandum price, or the sales contract price, whichever is applicable.

9. INQUIRIES:

Seller agrees to refer to the Exchange all inquiries from Brokers or others interested in Seller's Water Right. Seller gives Exchange the sole and exclusive control of the sale of the Water Right from this date and further binds himself not to interfere in the sale of the Water Right during the term of this contract, and any extensions hereof.

10. CONDITION OF THE PREMISES:

The Water Right is to be sold "as is, where is", with the Seller and Exchange making no guarantees as to the condition of the Water Right. Seller shall completely disclose the true state of affairs with respect to the condition of the property using the attached Property Disclosure Statement and Seller authorizes Exchange to disclose this condition to prospective purchasers.

11. LIMITATION OF LIABILITY:

Exchange does not guarantee the sale of the Water Right, Exchange will make a sincere, honest effort to procure a sale for the Sellers described Water Right as to sever the Water Right from the underlying land(s).

The Water Right has historically been beneficially and continuously used and not left idle for any period exceeding five years, unless it has been protected through an acceptable method by IDWR standards.

The Seller wishes to forever sever the Water Right from the underlying land(s) and convey to a prospective buyer, subject to the terms of this contract.

12. CLOSING COSTS:



The Exchange shall pay the following costs at closing:

Deed Preparation

Closing Fee (50% by the Exchange and 50% by prospective buyer)

13. MISCELLANEOUS:

- (a) The parties to this contract expressly agree that the law of the State of Idaho shall govern the validity, construction, interpretation, and effect of this contract.
- (b) This writing constitutes the entire agreement between the parties and no modification or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.

14. REPRESENTATION CONFIRMATION:

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the Broker/Exchange involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (s), without an ASSIGNED AGENT.
- C. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER (S).
- ☒ D. The brokerage working with the SELLER (S) is acting as a NONAGENT for the SELLER (S).

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

15. If you do not understand any statement in this contract, do not sign. _____



IN WITNESS WHEREOF, the parties have executed this contract this day and year first above written.

"SELLER"



"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**



By: W. Roger Warner

Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO



Michael James Johnston

By: Reed D. Nord, Agent for Broker

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 10 day of January, 2022 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Michael James Johnston** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **J & L Holdings, LLC**, whose address is PO Box 111, Irwin, Idaho 83428, (hereinafter "Buyer");

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller currently has the legal right and option to a portion of Water Right No. 35-7720 (the "Water Right"), which was decreed on January 12, 2004 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with priority dates of April 22, 1979. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy 5.0 acres of the Water Right. Buyer has agreed to purchase 5.0 acres of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Right:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/10/22 DATE: 1/10/22 PAGE 1 OF 14

Purpose:	Irrigation
Priority:	April 22, 1979
Quantity (Diversion Rate):	0.10 cfs of the total authorized 0.54 cfs
Quantity (Volume):	20.0 acre-feet per annum
Place of Use (Acreage):	5.0 acres of the 27.1 authorized acres identified on Exhibit 2.

The above-described portion of the Water Right is referred to hereafter as the "Purchased Water Right."

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. No Earnest Money required.
5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location(s) for use in a pond and/or for small irrigation. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer and/or defending against a protest to the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
 - (a) Unstacking of Water Rights. While Water Right No. 1-7017 is stacked with the Purchased Water Right and the historical use should allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. 1-7017.
 - (b) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 5.0 acres or the converted portion for the pond as proposed in the application, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/10/22 DATE: 1/10/22 PAGE 2 OF 14

notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.

- (c) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.
- (d) Option Agreement. If Seller is unable to obtain title to the Water Right through the exercise of Seller's option to purchase the Water Right because of a breach by the other party to the Option Agreement, Seller may elect to terminate this Agreement within 180 days of the breach. In such event, Closing on this Agreement shall be stayed for said 180 days pending resolution of the dispute over the Option Agreement or termination by Seller.

7. Closing.

- (a) Closing Date. If (1) the Water Right is unstacked as provided in paragraph 6(a); and (2) no protest to the Transfer is filed with IDWR; or (3) IDWR issues a transfer approval acceptable to Buyer without the conditions of paragraph 6(c) present, then Closing on the Purchased Water Right shall occur within 30 days after the date all the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR, or there is a dispute over the Option Agreement, and Buyer does not elect to terminate the Agreement as set forth in paragraph 6(d) of this Agreement, the Closing shall occur within 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, 1655 Elk Creek Drive Suite 100, Idaho Falls, ID 83404, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / LR DATE: 4/10/22 PAGE 3 OF 14

transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.
9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:
 - (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
 - (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
 - (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.
 - (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:
 - (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 4/21 DATE: 1/10/22 PAGE 4 OF 14

- (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.
11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
12. Broker.
- (a) The Broker represents Buyer under this Agreement and Buyer shall pay Broker a fee of ____.
- (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / LPK | DATE: 1/10/22 PAGE 5 OF 14

- (c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election.** (Make one election only.)

_____/_____
Initials
Limited Dual Agency
and / or
Assigned Agency

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

OR

_____/_____
Initials
Single Agency

Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

13. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ 1/2/22 DATE: 1/10/22 PAGE 6 OF 14

Seller

Rocky Mountain Water Exchange, LLC
 482 Constitution Way Ste 303
 Idaho Falls, ID 83402
 Email: rog.rmea@gmail.com

Buyer

J & L Holdings LLC
 PO Box 111
 Irwin, Idaho 83428

Seller's Representative

Reed Nord
 3525 Merlin Dr.
 Idaho Falls, ID 83404
 Email: rgnord@ida.net

Buyer's Representative

Lynn Dixon
 PO Box 111
 Irwin, Idaho 83428
 Email: ldixon@gmail.com

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

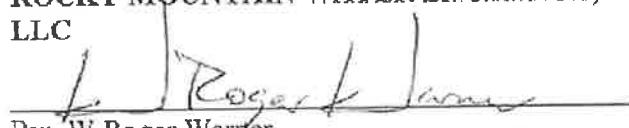
BUYER AND SELLER'S INITIALS: _____ LDJL DATE: 1/10/22 PAGE 7 OF 14

- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W. Roger Warner

Its: Manager

"BROKER"

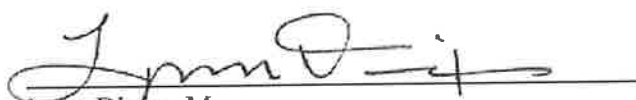
KELLER WILLIAMS EAST IDAHO


Michael James Johnston

By: Reed D. Nord, Agent for Broker

"BUYER"

J & L HOLDINGS LLC


Lynn Dixon, Manager

\\RMEASERVER\Projects\2017\17-0142_WR_WaterRightSales\Water Right Buyer\Jim Bernard

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 16 PL DATE: 1/10/22 PAGE 8 OF 14

Exhibit 1

The "Water Right"

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

1/3/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-7720

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PT ELLIOTT LLC 392 N 4500 E RIGBY, ID 83442-5596 2085897140
Directors Report Owner	BURLEIGH TOMCHAK 202 BASSETT RD ROBERTS, ID 83444 2082286871
Directors Report Owner	MABEL TOMCHAK 458 BASSETT RD ROBERTS, ID 83444 2082286871

Priority Date: 04/22/1979

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	0.54 CFS	108.4 AFA
Total Diversion			0.54 CFS	108.4 AFA

Location of Point(s) of Diversion:

GROUND WATER	NESW Lt 6	Sec. 03	Township 04N	Range 37E	JEFFERSON County
GROUND WATER	SWSW Lt 5	Sec. 03	Township 04N	Range 37E	JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/10/22 DATE: 1/10/22 PAGE 9 OF 14

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	37E	3	7	SWNE	5.7	12	SWNE	4.6						
				NWSW	16.8									

Total Acres: 27.1

Conditions of Approval:

1. X35 Rights 35-7720 and 01-7017 when combined shall not exceed the irrigation of 27.1 acres.
2. E53 Use of this right with all other rights is limited to a total combined annual diversion volume of 108.4 acre-feet at the field headgate for the lands below.
3. T19 Pursuant to Idaho Code § 42-1412(6), 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: 01/12/2004

Permit Proof Due Date: 7/1/1982

Permit Proof Made Date: 5/20/1982

Permit Approved Date: 7/25/1977

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: 05/20/1977

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 78.7

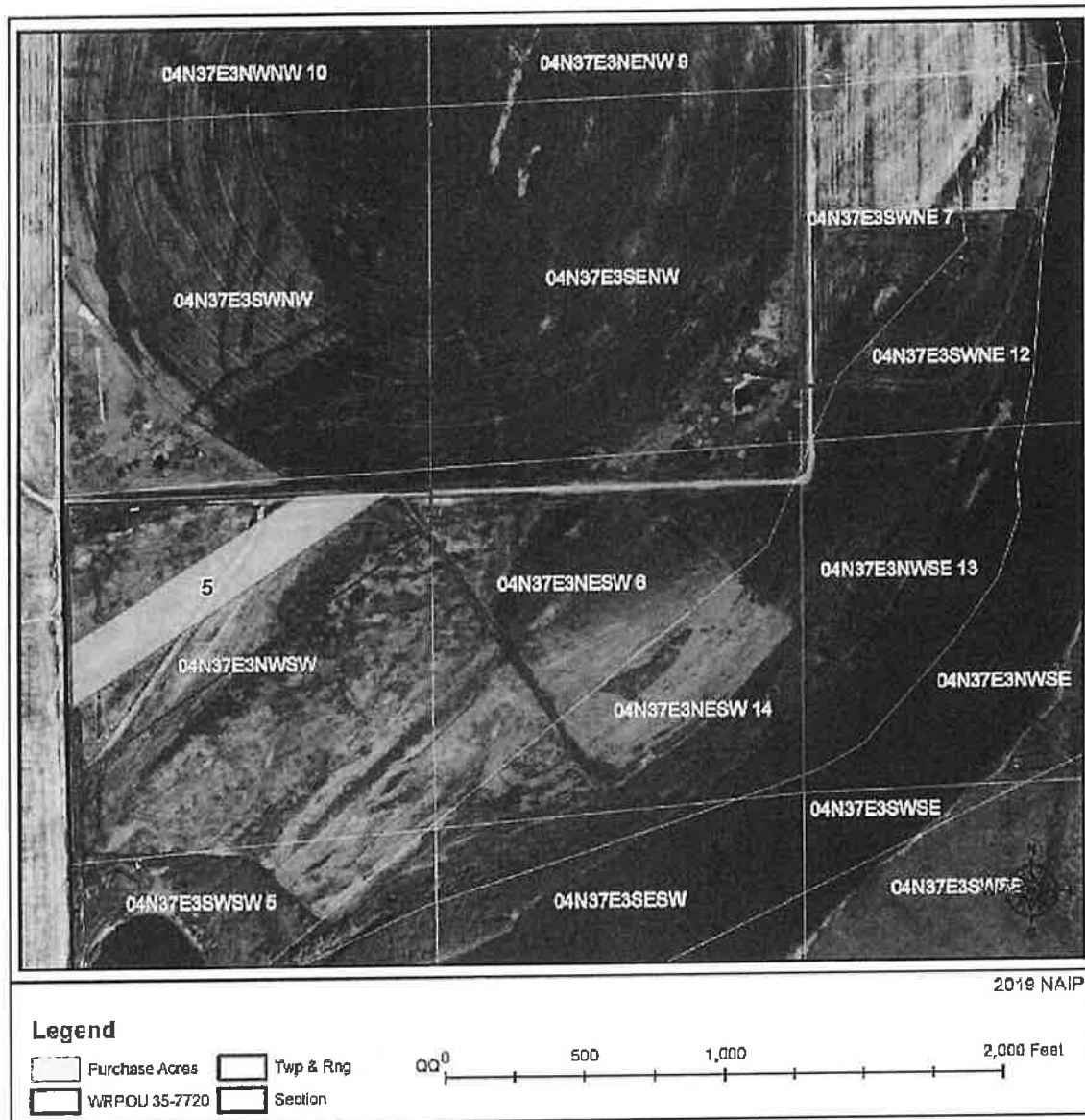
Combined Volume Limit:

Combined Rate Limit:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LPW DATE: 1/10/22 PAGE 10 OF 14

Exhibit 2
Map of 5.0 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / LSK DATE: 1/10/27 PAGE 11 OF 14

Exhibit 3
Form of the Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kristin Moore
Rocky Mountain Environmental Associates, Inc.
482 Constitution Way, Suite 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

PT ELLIOT, LLC, an Idaho limited liability company, whose address is 392 N 4500 E, Rigby, Idaho 83442 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto J & L HOLDINGS, LLC, whose address is 535 Swan Lane, Irwin, ID 83428 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 2022.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / LE DATE: 1/10/22 PAGE 12 OF 14

"GRANTOR"

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2022, by _____.

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2022, by _____.

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ 1/10/22 DATE: 1/10/22 PAGE 13 OF 14

EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/18 DATE: 1/10/22 PAGE 14 OF 14

ROCKY MOUNTAIN WATER EXCHANGE LLC
482 CONSTITUTION WAY, SUITE 303
IDAHO FALLS, IDAHO 83402
 208-589-7301 208-390-3521

E-mails: rgnord@ida.net, rog.rmea@gmail.com

NET WATER LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL

This contract made this 19 day of February 2021 between the following parties:
PT ELLIOT LLC, hereinafter called "Seller" of that certain real property, more particularly described in **Exhibit I** attached hereto and incorporated herein by reference, and ROCKY MOUNTAIN WATER EXCHANGE, LLC, hereinafter called "Exchange," 482 Constitution Way Suite 303, Idaho Falls, Idaho 83402, and KELLER WILLIAMS REALTY EAST IDAHO, an Idaho limited liability partnership acting on behalf of Exchange, whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with Michael James Johnston as Broker and Reed D. Nord acting as Agent for the Broker, hereinafter called "Broker."

1. STATEMENT OF EMPLOYMENT:

Seller hereby employs Exchange to sell the real property/Water Right upon the terms and conditions set forth in this contract and grant to Exchange the exclusive right to sell the real property/Water Right during the term of this contract. Seller agrees to conduct all negotiations to sell the Water Right through Exchange, and to refer to Exchange all inquiries or leads received in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the time this Net Listing Agreement is in effect. This contract shall commence when Exchange and Seller have signed this contract and shall continue through and include sale date.

2. REAL PROPERTY/WATER RIGHT:

Seller owns Water Right No. 35-7720 & 01-7017, (the "Water Right") which was decreed on 1/12/2004 & 9/14/2007 [DECREE DATE] in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of 4/22/1979 & 3/14/1978 [PRIORITY DATE]. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**. Seller desires to sell the [☒] entire water right or [☐] a 2.7-acre portion of the 27.7 water right (whether the entire Water Right or a portion thereof is designated, either is referred to hereinafter simply as the "Water Right").

3. TERM OF AGREEMENT:

The term of this Agreement shall commence on February 15, 2021 and shall expire at 11:59 p.m. on February 15, 2022 unless renewed or extended. This Agreement shall be automatically extended pending an active sale and transfer of the Water Right or portion thereof.

4. COMPENSATION OF EXCHANGE OF FEES:

Seller is to receive \$ from the sale of this Water Right. The Exchange and Seller shall determine the sales price of said property. The Exchange will bear all costs associated with marketing and deliver to SELLER the net proceeds (as stated above) at the time of closing. Seller understands that the difference between the actual sales price and the net proceeds amount received will be retained by the Exchange as a compensation fee.

5. Seller agrees to sell once a price of per acre has been obtained. If for any reason Seller chooses not to accept the offer in excess of the reserve, Seller will pay to Exchange: compensation on the offer obtained.

6. SELLER WARRANTIES:

- (a) Seller warrants title to said Water Right, subject only to: IDWR and the liens and encumbrances as follows (list each lien holder's name, address and account number, if known: *(write NONE if None and initial on right side of contract)* None
- _____
- _____
- _____
- _____
- _____
- _____
- (b) Seller authorizes Exchange who shall request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action as a result of any undisclosed liens, encumbrances or title defects.
- (c) Seller agrees to obtain an authorization letter from lien holder(s), which will allow transfer of Water Right through IDWR.
- (d) Seller agrees and warrants the he has the ability to satisfy any and/or all mortgages, liens, judgments and any other encumbrances. Seller agrees to obtain a partial release of mortgage from lien holder(s) prior to closing. Seller further agrees to convey to the Exchange a good merchantable fee simple title by Special Warranty Deed, free and clear of all liens and encumbrances. Seller agrees to hold Exchange harmless in the event of Seller's inability to perform.

- (e) If Seller is a corporation, Limited Liability Company, partnership, or other form of entity other than an individual, the undersigned as agents of the Seller hereby warrant and guarantee that they are authorized and empowered by the above-named Seller to execute this contract on behalf of the Seller.

7. AUTHORITY OF EXCHANGE:

- (a) Exchange is authorized to sign any memorandum of sale on behalf of and in the name of Seller, or in Exchange's own name, in connection with the sale of Seller's Water Right.
- (b) Exchange is authorized to accept, give receipt for, and hold all moneys paid or deposited. Deposits will be held in the escrow account of Pioneer Title. In the event of any escrow deposit dispute, and the Exchange is in doubt as to the disbursement of escrow funds, the Exchange shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of the Exchange's compensation to the Exchange. Said compensation is limited to the amount in excess of the [REDACTED]

8. DEFAULT:

If for any reason Seller defaults under the terms of this contract or any memorandum of sale, sales contract or listing contract executed hereunder, the Exchange's compensation as defined above and all unpaid advertising and promotional expenses advanced by Exchange will be due and payable to Exchange on demand calculated at either the minimum listed price, sales memorandum price, or the sales contract price, whichever is applicable.

9. INQUIRIES:

Seller agrees to refer to the Exchange all inquiries from Brokers or others interested in Seller's Water Right. Seller gives Exchange the sole and exclusive control of the sale of the Water Right from this date and further binds himself not to interfere in the sale of the Water Right during the term of this contract, and any extensions hereof.

10. CONDITION OF THE PREMISES:

The Water Right is to be sold "as is, where is", with the Seller and Exchange making no guarantees as to the condition of the Water Right. Seller shall completely disclose the true state of affairs with respect to the condition of the property and Seller authorizes Exchange to disclose this condition to prospective purchasers.

11. LIMITATION OF LIABILITY:

Exchange does not guarantee the sale of the Water Right, Exchange will make a sincere, honest effort to procure a sale for the Sellers described Water Right as to sever the Water Right from the underlying land(s).

The Water Right has historically been beneficially and continuously used and not left idle for any period exceeding five years, unless it has been protected through an acceptable method by IDWR standards.

The Seller wishes to forever sever the Water Right from the underlying land(s) and convey to a prospective buyer, subject to the terms of this contract.

12. CLOSING COSTS:

The Exchange shall pay the following costs at closing:

Deed Preparation

Closing Fee (50% by the Exchange and 50% by prospective buyer)

13. MISCELLANEOUS:

- (a) The parties to this contract expressly agree that the law of the State of Idaho shall govern the validity, construction, interpretation, and effect of this contract.
- (b) This writing constitutes the entire agreement between the parties and no modification or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.

14. REPRESENTATION CONFIRMATION:

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the Broker/Exchange involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (s), without an ASSIGNED AGENT.
- C. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER (S).
- ☒ D. The brokerage working with the SELLER (S) is acting as a NONAGENT for the SELLER (S).

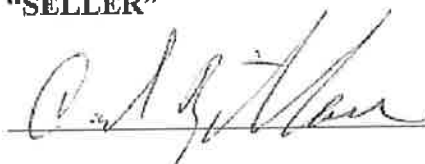
Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented

to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

15. If you do not understand any statement in this contract, do not sign. _____.

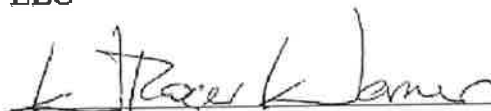
IN WITNESS WHEREOF, the parties have executed this contract this day and year first above written.

"SELLER"



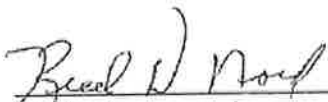
"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO


Michael James Johnston
By: Reed D. Nord, Agent for Broker

Eastern Snake Plain Aquifer Modeling Analysis and Narrative

Transfer Application of Portions of WR# 35-7720 and 35-12467B

The Applicant requires 26.0 acres at the proposed place of use for irrigation of lawns and gardens and open spaces within the Pepperwood Crossing 3 Subdivision. This application proposes to transfer water from water rights 35-7720 and 35-12467B that will cover the acres required.

ESPAM 2.1 using IDWR's ETRAN 3.3 tool was used to evaluate the affects to the Snake River. IDWR's website states that modeling completed in ETRAN 3.3 is accepted until May 1st, 2022. This project began prior to the release of the newest model version and was already in negotiations for the purchase of the water rights. Therefore, this transfer is proceeding with the use of ESPAM 2.1/ETRAN 3.3 version. Detailed explanations and additional analysis supporting the use of this version is included in the attached *Hydrologic Analysis of Aquifer Modeling for a Proposed Water-right Transfer of Portions of Right 35-7720* prepared by Bryce A. Contor, Principal Hydrologist of Rocky Mountain Environmental Associates, Inc. This Hydrologic Analysis relies on the historical diversion locations of 35-7720. A transfer was approved in March 2020 to change the northwest diversion location (on the northwest pond) and drill a new well. The water right holder has never drilled the new well, since the water right was actively being sold and transferred. Without pumping at the new well, the historical diversion locations give the most accurate representation of the affects to the Snake River.

Using ESPAM 2.1/ETRAN 3.3 to simulate the depletions of transferring 26.0 acres to the proposed place of use, the affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.** Below is an explanation of locations and data input values. Figures 2-4 include excerpts from the model simulation.

Data Input Values of ESPAM 2.1/ETRAN 3.3

The TO Well, R68 C170, is the location of two existing wells that will deliver the irrigation water to the new development. An additional well will also be drilled within the adjacent cell R67 C170. The existing wells were chosen for use in this modeling scenario since they represent a greater possible diversion than the single well.

The FROM Well 1 location is a single well within R63 C160 that delivers water for right 35-12467B. The FROM Well 2 location is two points of diversion located within the same model cell R59 C165 that deliver water for 35-7720. Figure 1 shows the locations of the points of diversion used in the modeling scenario.

The standard consumptive use of 3.0 afa/acre was used at the FROM wells.

FROM Well 1	21 acres x 3 afa/acre / 3 trimesters = 21 af/trimester
FROM Well 2	5 acres x 3 afa/acre / 3 trimesters = 5 af/trimester

Figure 1. ESPA Model Grid

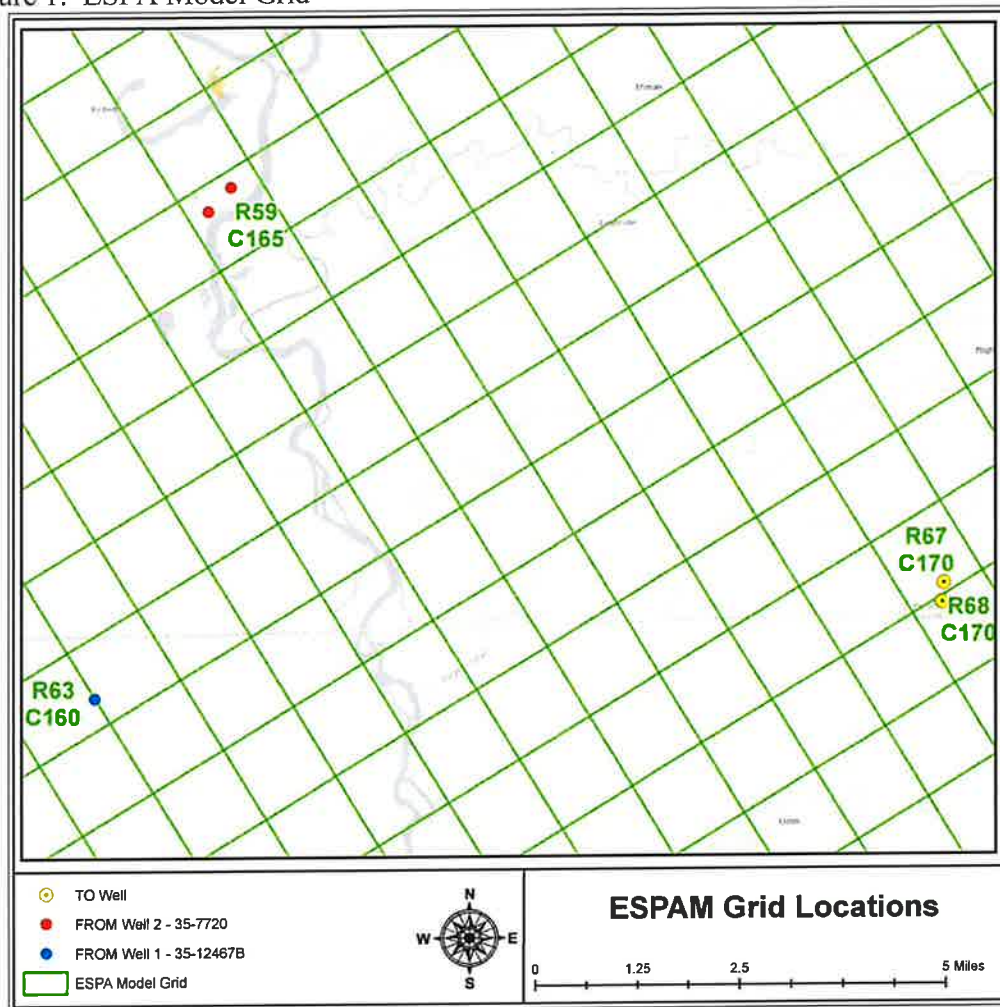


Figure 2. Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO: 35-7720, 35-12467

YEAR: 1957

SEASON: SUMMER

TRANSFER NAME: Jensen to Peppe

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	68	63	59	45
COLUMN	170	160	165	30

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1957	0	21	21	5	5	0	0
WIN 1957	0	21	21	5	5	0	0
SPR 1958	0	21	21	5	5	0	0
SUM 1958	0	21	21	5	5	0	0
WIN 1958	0	21	21	5	5	0	0
SPR 1959	0	21	21	5	5	0	0
SUM 1959	0	21	21	5	5	0	0
SPR 2021	0	21	21	5	5	0	0
SUM 2021	0	21	21	5	5	0	0
WIN 2021	0	21	21	5	5	0	0
SPR 2022	26	0	21	0	5	0	0
SUM 2022	26	0	21	0	5	0	0
WIN 2022	26	0	21	0	5	0	0
SPR 2023	26	0	21	0	5	0	0
SUM 2023	26	0	21	0	5	0	0
WIN 2023	26	0	21	0	5	0	0
SPR 2024	26	0	21	0	5	0	0
SUM 2024	26	0	21	0	5	0	0
WIN 2024	26	0	21	0	5	0	0
SPR 2025	26	0	21	0	5	0	0
SUM 2025	26	0	21	0	5	0	0
WIN 2025	26	0	21	0	5	0	0
SPR 2026	26	0	21	0	5	0	0
SUM 2026	26	0	21	0	5	0	0
WIN 2026	26	0	21	0	5	0	0
SPR 2027	26	0	21	0	5	0	0
SUM 2027	26	0	21	0	5	0	0
WIN 2027	26	0	21	0	5	0	0
SPR 2028	26	0	21	0	5	0	0
SUM 2028	26	0	21	0	5	0	0
WIN 2028	26	0	21	0	5	0	0
WIN 2104	26	0	21	0	5	0	0
SPR 2105	26	0	21	0	5	0	0
SUM 2105	26	0	21	0	5	0	0
WIN 2105	26	0	21	0	5	0	0
SPR 2106	26	0	21	0	5	0	0
SUM 2106	26	0	21	0	5	0	0
WIN 2106	26	0	21	0	5	0	0
SPR 2107	26	0	21	0	5	0	0

Figure 3. Net Transfer Graphs

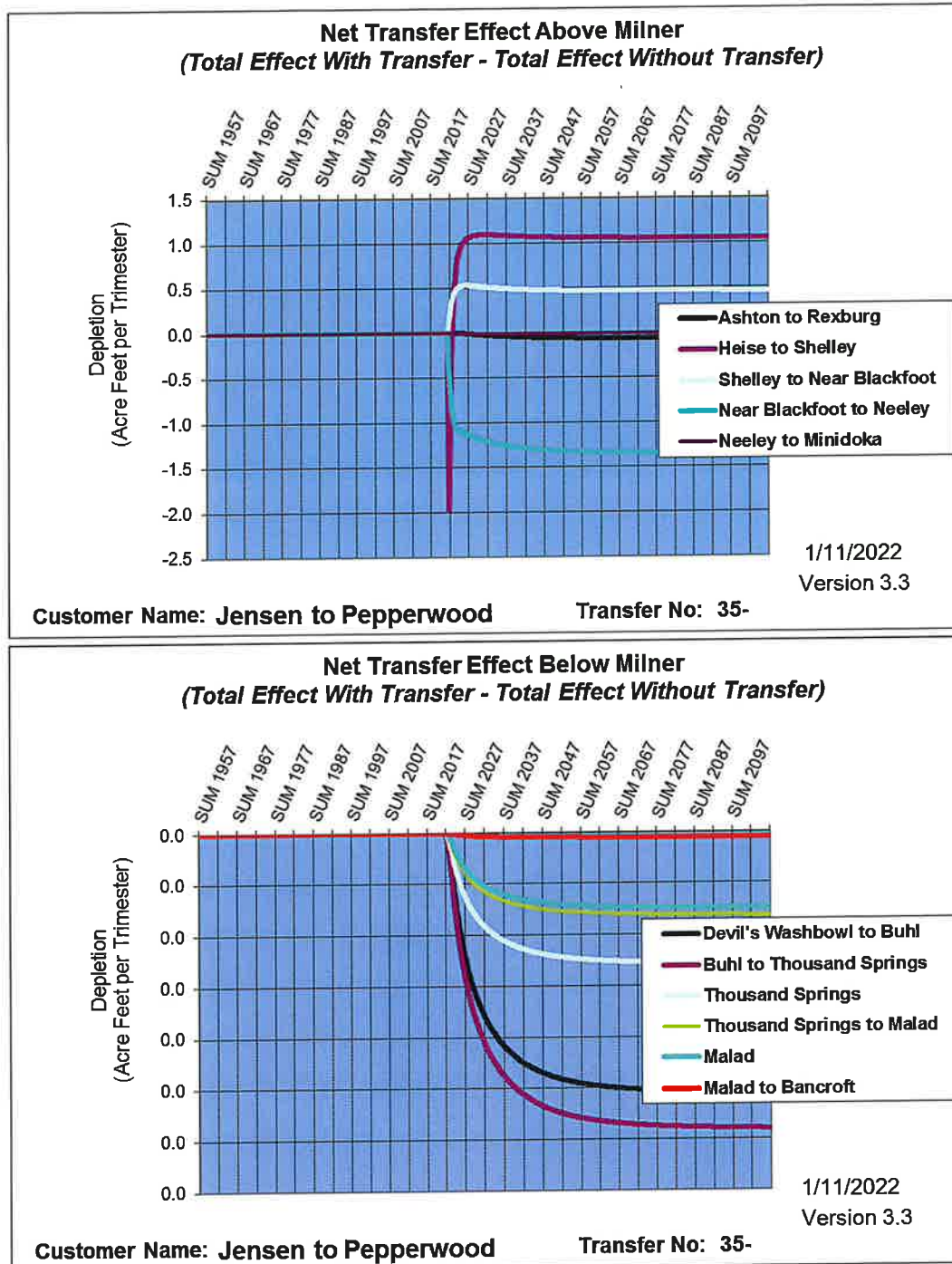


Figure 4. Calculated Effects

	Net Transfer Effect (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SUM 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.0	-2.0	0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.0	-1.0	0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.0	-0.3	0.3	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	0.2	0.4	-0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.0	0.4	0.4	-1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.6	0.5	-1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.0	0.7	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.0	0.8	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.0	0.9	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.0	0.9	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.0	1.0	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.0	1.0	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	1.0	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.0	1.0	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.0	1.0	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	1.1	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.0	1.1	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	0.0	1.1	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	0.0	1.1	0.5	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	0.0	1.1	0.5	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2104	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2104	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2104	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2105	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2105	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2105	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2106	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2106	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2106	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2107	-0.1	1.1	0.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0

First Time Step of Transfer: SPR 2022												
Match:	195	Match: 456										
	AtR	HIS	StNB	NBtN	NtM	DWtB	BtTS	TS	TSitM	M	MB	Total
Effects @ SS (Last Time Step):	0.82	10.26	4.26	9.94	0.06	0.19	0.21	0.09	0.06	0.05	0.00	25.95
Value of Dep. @ Last Time Step:	0.76	11.31	4.72	9.59	0.05	0.16	0.18	0.08	0.05	0.05	0.00	25.96
ient State (Max Value Timestep):	0.82	10.26	4.26	9.94	0.06	0.19	0.21	0.09	0.06	0.05	0.00	25.95
Max. Value of Dep. After Transfer:	0.82	11.35	4.79	9.55	0.06	0.18	0.21	0.09	0.06	0.05	0.00	27.16
Steady State Change:	-0.07	1.05	0.46	-1.35	-0.01	-0.03	-0.03	-0.01	-0.01	-0.01	0.00	
Transient State Change:	-0.01	1.09	0.53	-0.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

**Hydrologic Analysis of Aquifer Modeling
for a Proposed Water-right Transfer of Portions of Right 35-7720
Diverting Groundwater from the Eastern Snake Plain Aquifer,
Applicant J & L Holdings LLC**

January 20, 2022

Background

In mid 2021, Rocky Mountain Environmental Associates, Inc. (RMEA) had performed exploratory evaluations of possible water-right transfers from water right 35-7720, which diverts water from the Eastern Snake Plain Aquifer near Roberts, Idaho. Figure H1 (attached) shows the location of the historical Points of Diversion (PODs) in relationship to modeled reaches of the Snake River. Figure H2 shows the relationship of the PODs to the model grid and to the Heise to Shelley model reach of the Snake River. The historical PODs are ponds deemed to be groundwater sources by the water-right license based on depth and communication with the local water table.

These evaluations were performed using Idaho Department of Water Resources' (IDWR's) Version 3.3 update to the Version 3.1 Eastern Snake Plain Aquifer Ground-water Rights Transfer Spreadsheet Based on Enhanced Snake Plain Aquifer Model (ETRAN3.3, Sukow circa 2018), which performs hydrologic estimation using the Enhanced Snake Plain Aquifer Model Version 2.1 (IDWR 2013).

Later in 2021, RMEA repeated the analysis with IDWR's Version 3.4 update to the Version 3.1 Eastern Snake Plain Aquifer Ground-water Rights Transfer Spreadsheet Based on Enhanced Snake Plain Aquifer Model (ETRAN3.4, Sukow 2021-1), which performs estimation using the Eastern Snake Plain Aquifer Model Version 2.2 (Sukow 2021-2).

The results differ substantially, which in part may be attributed to the historical PODs' locations proximate to the Snake River, as shown in Figure H2. The distance from the farther historical POD to the river (approximately 2,000 feet) is less than the model grid cell size of one mile used in both models. RMEA recognizes that:

The ESPAM2.2 is a regional groundwater model. For this reason, the model is best used for broad-scale predictions. The user should avoid the temptation to model localized phenomena.... (Sukow 2021, p. 177)

It is acknowledged that ESPAM2.2 incorporates many improvements in underlying data and calibration procedures, and generally is the best available science as a *regional* groundwater model. However, RMEA also acknowledges the precedent of departing from model results for site-specific analyses that are not *regional* in nature, particularly those explicitly cautioned against in model documentation. The effect that the historical PODs have upon the nearby Heise to Shelley reach of the Snake River certainly is a localized phenomenon, and a localized

analytical approach would be appropriate. However, the point of both ETRAN3.3 and ETRAN3.4 is to evaluate changes in effect to all modeled reaches of the Snake River, and analytical methods would be inferior to a well-calibrated numerical model for the distant reaches. IDWR transfer policies require submission of modeling performed with the IDWR Transfer Spreadsheet, and because there are currently two acceptable ETRAN/ESPAM models, a fundamental question in this transfer is which version should be used. To answer that question, RMEA proposes that the appropriate approach in this specific case is to use the version of ETRAN or ESPAM that best represents effects to the nearest reach, since it captures by far the largest fraction of effect from pumping at the historical PODs.

This report compares the ETRAN3.3/ESPAM2.1 and ETRAN3.4/ESPAM2.2 models to an adaptation (Contor, 2011) of the Glover/Balmer/Jenkins Stream Depletion Method (Adapted Method) for configurations that depart from the one-well, one-stream, semi-infinite-aquifer implicit in the original method. This adaptation has been applied previously by IDWR and Idaho Water Resources Research Institute (IWRRI) in evaluating aquifer recharge in an area where the numerical model did not provide transient representations (Farmer and others 2011). Based on comparison, RMEA recommends ETRAN3.3/ESPAM2.1 for this particular evaluation.

Methods and Data

The data required for the ETRAN tools are the model cell where the well(s) are located and the stress in each four-month trimester of the 150-year modeling period. The two ETRAN tools were used in the same manner; a unit stress of one acre foot per year was applied as one-third acre foot per trimester to all trimesters, in the "To Well Projected Use" column of the "Data Entry" worksheet, for Row 59 Column 165, the cell containing the historical PODs. All other stresses were set to zero.

The theoretical configuration for the Glover/Balmer/Jenkins method is one well and one river. Explicit assumptions (Jenkins 1968) are:

- Transmissivity does not change with time;
- The temperature of the stream is assumed to be constant and the same as the temperature of water in the aquifer;
- The aquifer is isotropic, homogeneous and semi-infinite in aerial extent;
- The stream that forms a boundary is straight and fully penetrates the aquifer;
- Water is instantaneously released from storage;
- The well is open to the full saturated thickness of the aquifer;
- The pumping rate is steady during any period of pumping.

Implicit assumptions include that the stream is infinitely long and that it has full communication with the aquifer; there is no lower-conductivity rind of fine streambed sediments between the stream water and the aquifer water.

The adaptation adds the ability to consider two parallel streams with the well between them, or a stream and a parallel no-flow boundary with a well between. It also relaxes the assumption of infinitely-long stream(s) and a semi-infinite aquifer.

RMEA and Jenkins acknowledge that "Field conditions never meet fully the idealized conditions described by the above assumptions. The usefulness of the tools presented in this report will depend to a large extent on the degree to which the user recognizes departures from ideal conditions, and on how well [she or] he understands the effects of these departures on stream depletion." Departures from the assumptions are considered here in the context of evaluating the effect of the historical PODs on the nearest reach for the purpose of assessing which ETRAN tool is most appropriate for this site-specific condition, focusing on the primary effect of pumping which is to the Heise to Shelley reach.

The immediately-obvious departure is that there are not two parallel, straight streams, but rather multiple reaches of a single stream that is not straight. Experimentation with the Adapted Method confirms general modeling results that effects are strongly dependent on distance. Additionally, the underlying Balmer/Glover/Jenkins method relied upon superposition analysis, with the river represented as a long string of individual wells. The adaptation relies upon image wells opposite the river boundaries. The general result that effects are strongly dependent on distance invites a simplification to consider the two adjacent reaches; Ashton to Rexburg, and Shelley to Near Blackfoot. The mechanics of image-well analysis depend on distance, and these two reaches are approximately equidistant from the historical PODs. The fact that the two adjacent reaches are not parallel simply means that for every image well closer to the PODs than in the theoretical derivation, there is another equally more distant than the theoretical. This likely has some effect on representation of timing, but less on representation of partition between the nearby reach and the distant reaches.

The nearby reach is not straight in the vicinity of the historical PODs, but loops around them. This is discussed below in context of the implicit assumption of full communication between the river and aquifer.

The temperature of the river is warmer than the aquifer in the summer and cooler in the winter. This adds the complexity of differing water viscosities according to season and to the direction of flow of water molecules, which can differ from the direction of flow of hydraulic effects in superposition. The Adapted Method shares this weakness with the ESPAM models and therefore should not materially affect its ability to guide selection of an ESPAM representation.

The aquifer is not homogeneous and may not be isotropic. Within the spatial context of the single model cell that contains the PODs and the river, this departure is shared with the ESPAM models. In the context of the distant streams, this departure indicates that the Adapted Method likely is unreliable for assessing timing of effect and is completely unreliable for partitioning effect between the distant streams.

The Adapted Method shares with the ESPAM models the assumption of instantaneous release from storage and of a fully-penetrating well. Within the context of a four-month trimester, the Adapted Method shares with the ESPAM models the assumption of constant pumping.

The assumption of full penetration of the well and river is not fully met, but the river and ponds likely penetrate to similar depths in what appears to be a fairly thin transmissive zone; from the

well logs, underlying fine-grained materials appear at 59 feet below ground surface (bgs) in one log and 78 feet bgs in the other. The similar penetration depths of the river and ponds is assumed to partly counteract this departure, which likely would affect timing more than quantity of effect.

The assumption of full communication between the river and the aquifer likely is compromised by at least some presence of finer-grained materials in the river bed, though anecdotal information indicates that especially the water level in the pond nearer the river responds quickly to changes in river stage. This compromise is mitigated by using only the distance to the farther POD in the analysis, and by using the full geometric distance without compensation for the curve in the river.

The needed data to implement the Adapted Method are the distances from the well to the rivers, the transmissivity, and the aquifer storage coefficient. The centroid of the Shelley to Near Blackfoot reach was selected as representative of the "distant" river, because it is indicated by both ESPAM models to be slightly more responsive than the Ashton to Rexburg reach, and is approximately the same distance. The farther POD was selected for the distance to the nearby river to partly compensate for the possibility of some limitation in communication between the river and the aquifer. Distances were determined by GIS analysis at 167,023 feet to the farther river and 2,044 feet to the nearer.

Transmissivity of 53,600 ft²/day was calculated as the product of aquifer thickness and horizontal hydraulic conductivity. Aquifer thickness of 40 feet was based on the well logs attached. Based on the descriptions of the productive portion of those logs, a mid-range horizontal hydraulic conductivity of 10,000 gallons/day/ft² for clean, medium-grained sand, equivalent to 1,340 feet per day, was selected from a standard textbook (Freeze and Cherry 1979). The aquifer storage coefficient estimate of 0.10 was based on standard values for unconfined conditions in sand, from the same textbook.

Results

Results from the "CalculatedEffects" worksheet of the ETRAN tools are attached, with additional notation added. Results from the Adapted Method also are attached. Table 1 summarizes the results of the three estimates for propagation of pumping effects from the PODs to the Heise to Shelley reach, using the methods and data described above. Figure H3 and H4 present the same information graphically. Per guidance from Jenkins, all results are rounded to two significant figures. Stress-period lengths for the ETRAN results are presumed to be (365.25/3) or 121.75 days. Because input for the ETRAN runs used one-third acre foot per trimester, the values in Table 1 are obtained by dividing entries in the "CalculatedEffects" worksheets by one-third to give a unit response comparable to the Adapted Method results, which are unit responses. The final row of Table 1, "Three-year response fraction divided by near-steady-state response fraction," is an indication of the methods' representations of the timing of response. The value "0.92" in the "Adapted Method" column, for instance, indicates that the three-year response fraction of 0.91 is 0.92 (92%) of the near-steady-state value of 0.98.

Table 1. Comparison of Results

	ETRAN3.3/ ESPAM2.1	ETRAN3.4/ ESPAM2.2	Adapted Method
Near-steady-state response fraction (450 stress periods or 54,787.5 days)	0.99	0.44	0.98
Response fraction after three years (9 stress periods or 1,095.75 days)	0.99	0.33	
Response fraction after approximately three years (1,100 days)			0.91
Three-year response fraction divided by near-steady-state response fraction	1.00	0.78	0.92

Discussion

For this particular site, the results from ETRAN3.3/ESPAM2.1 better match the Adapted Method results than do the ETRAN3.4/ESPAM2.2 results. This may be an artifact of the fact that the numerical model assumes absolute uniformity in the aquifer materials in the vertical dimension, and therefore cannot represent diversions from a somewhat isolated, shallow portion of the aquifer very near the Heise to Shelley reach of the river. The models were calibrated to a wide selection of groundwater-level data, many of which likely came from wells more representative of the regional aquifer beneath the fine-grained materials at 59 to 68 feet bgs in the attached Duane Siddoway, Siddoway Land Co. well log and at 78 to 88 feet bgs in the attached Darin Taylor/Karl Zitlaw well log. It may well be that these more-typical wells would be somewhat isolated from the river and that even a well within a mile of the river could only express 0.44 of its effect to the river at near steady state; in other words, that the ESPAM2.2 representation is correct for deeper wells. RMEA does not interpret these results as criticism of ESPAM2.2 but rather as a site-specific instance where the older version of the model better represents a specific local phenomenon.

RMEA recommends that for *this particular* transfer application, ETRAN3.3/ESPAM2.1 be used to represent the effects of pumping upon the Snake River.

Signatures



Bryce A Contor, Principal Hydrologist



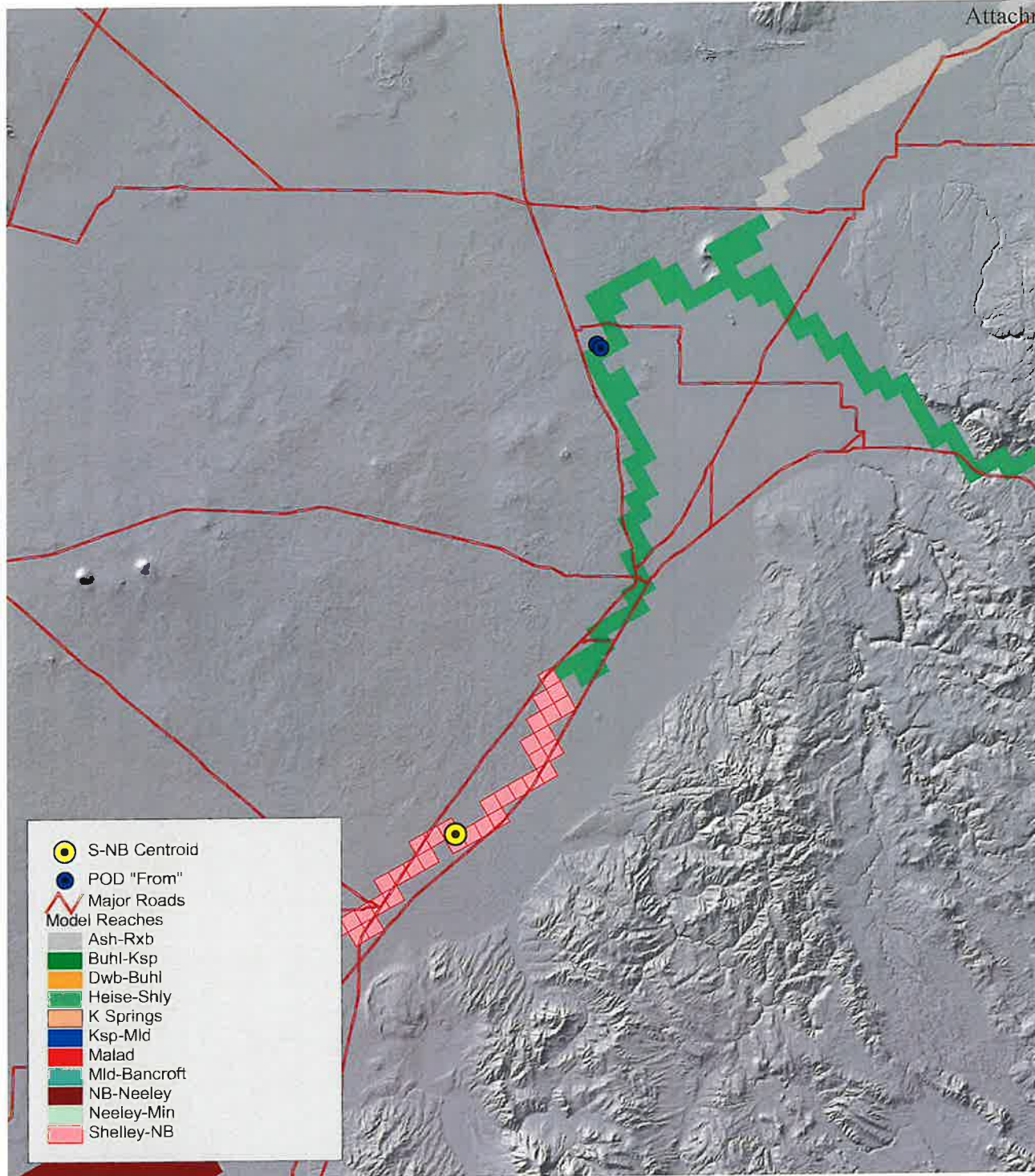
W. Roger Warner, President, Principal Hydrologist (Review)

Attachments:

Figure H1: Reach and POD Locations
Figure H2: POD Location Detail
Figure H3: Effect at Nearest Reach vs. Pumping Volume
Figure H4: Fraction of Final Rate After 3 Years
Siddoway Well Log
Taylor/Zitlaw Well Log
Calculated Effects, ESPAM2.1
Calculated Effects, ESPAM2.2
Glover/Balmer/Jenkins Results

References

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- Freeze, R. A. and J. A. Cherry, 1979. Groundwater. Prentice-Hall, Englewood Cliffs, NJ.
- Idaho Department of Water Resources with Guidance from the Eastern Snake Hydrologic Modeling Committee, 2013. Enhanced Snake Plain Aquifer Model Version 2.1 Final Report.
- Jenkins, C.T., 1968. *Computation of Rate and Volume of Stream Depletion by Wells. Chapter D1. Techniques of Water-Resources Investigations of The United States Geological Survey, Book 4, Hydrologic Analysis and Interpretation.*
- Sukow, J., circa 2018. Version 3.3 Update to Cosgrove, D.M. and G.S. Johnson, 2007. Version 3.1 Eastern Snake Plain Aquifer Ground-water Rights Transfer Spreadsheet Based on Enhanced Snake Plain Aquifer Model. (The title page actually identifies this as Version 3.2 Update, 2014. The designation as Version 3.3 come from the filename and date and additional information on the "Explanation" page of the spreadsheet file.)
- Sukow, J., 2021. Version 3.4 Update to Cosgrove, D.M. and G.S. Johnson, 2007. Version 3.1 Eastern Snake Plain Aquifer Ground-water Rights Transfer Spreadsheet Based on Enhanced Snake Plain Aquifer Model.
- Sukow, J., 2021. Model Calibration Report, Eastern Snake Plain Aquifer Model Version 2.2.



10 0 10 Miles

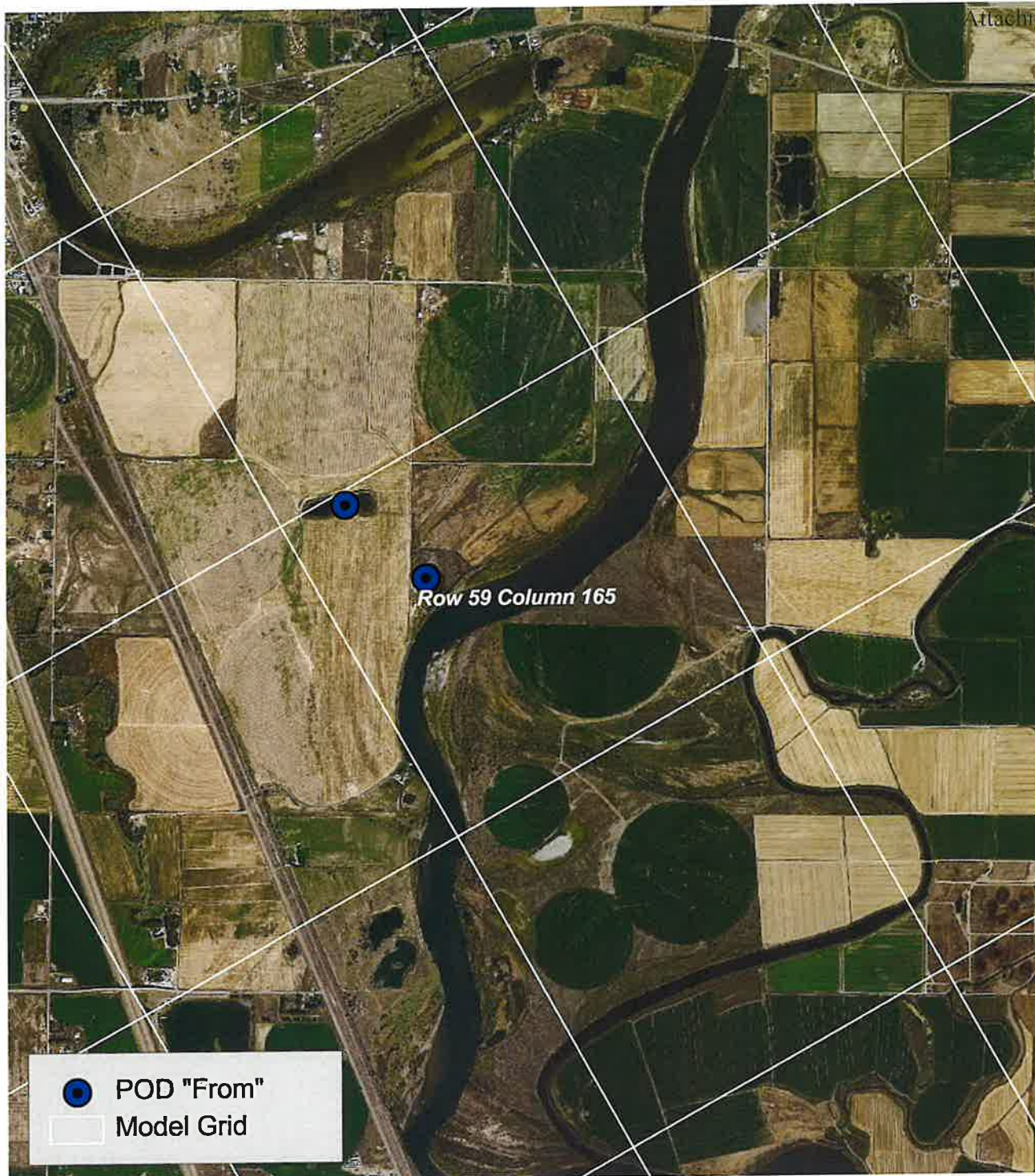


482 Constitution Way, Suite 303
Idaho Falls, ID 83402
208-524-2353

Figure H1: Reach and POD Locations

Hydrologic Analysis of Proposed Transfer,
Portion of WR 35-7720,
J & L Holdings LLC

Project 21-0211



2019 USDA NAIP Image

0.25 0 0.25 0.5 0.75 1 Miles



482 Constitution Way, Suite 303
Idaho Falls, ID 83402
208-524-2353

Figure H2: POD Location Detail

*Hydrologic Analysis of Proposed Transfer,
Portion of WR 35-7720,
J & L Holdings LLC*

Project 21-0211

Figure H3: Effect at Nearest Reach vs. Pumping

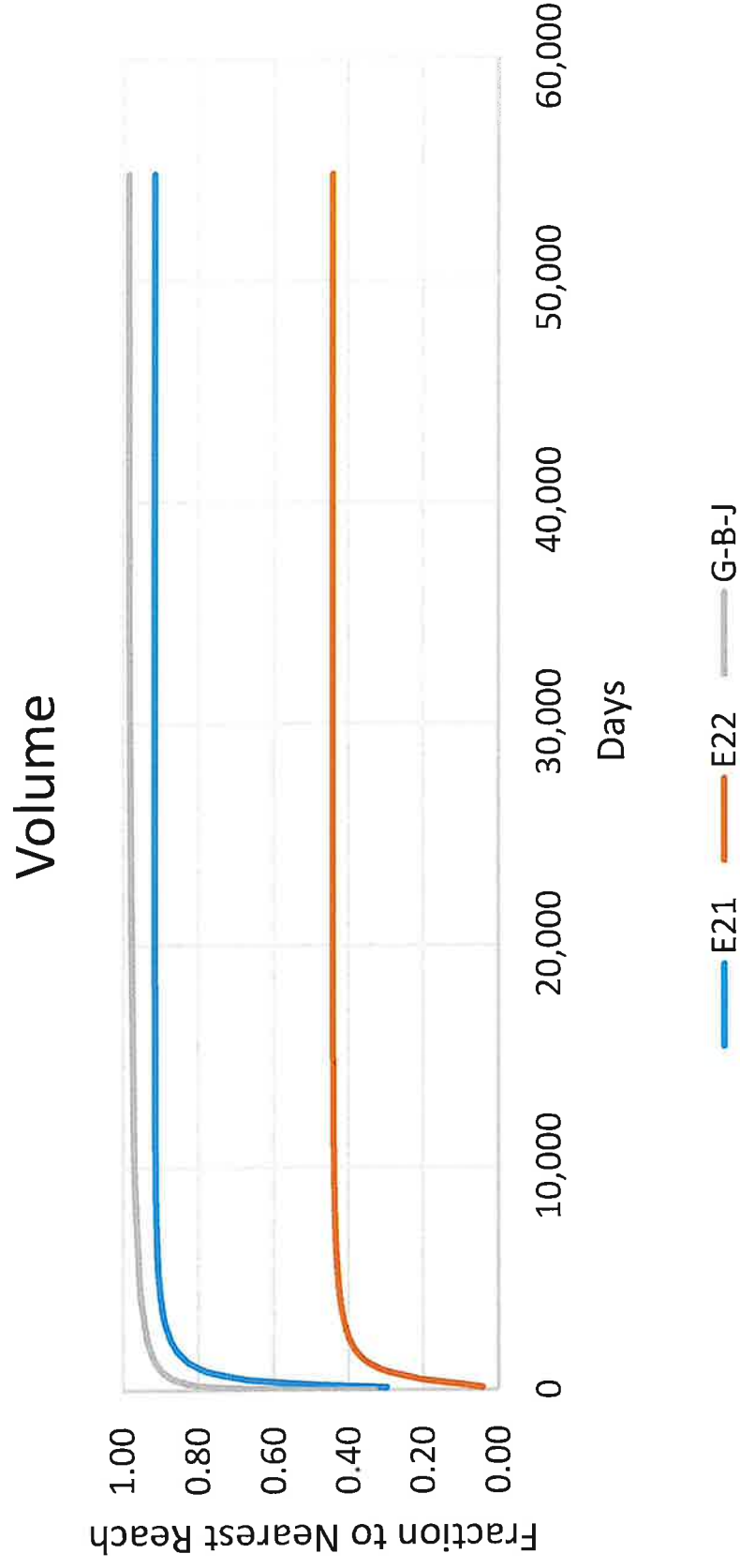
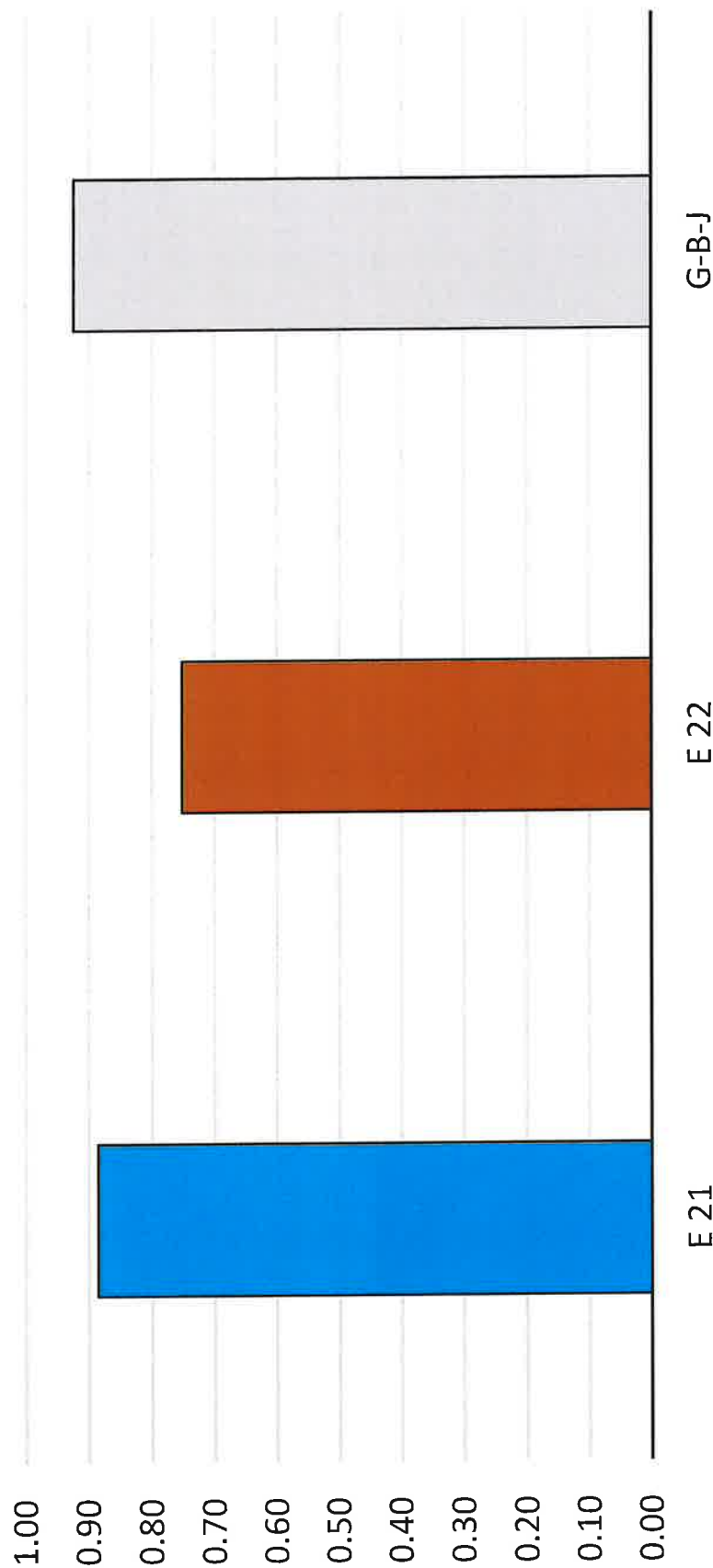


Figure H4: Fraction of Final Rate After 3 Years



IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Attachment #5

1. WELL TAG NO. D 0065243

Drilling Permit No. _____

Water right or injection well # _____

2. OWNER:

Name Dune Sildemey, Sildemey Land CoAddress 495 Barney Dairy Rd.City Rexburg State ID Zip 83440

3. WELL LOCATION:

Twp 4 North ☒ or South ☐ Rge. 37 East ☒ or West ☐Sec _____ 1/4 NE 1/4 SE 1/4Gov't Lot _____ County JeffersonLat 43 ° 42 ' 26.3 (Deg. and Decimal minutes)Long 112 ° 06 ' 18.2 (Deg. and Decimal minutes)Address of Well Site 600 N 1/2 mi. E of Belt RdCity Roberts

Lot _____ Blk _____ Sub Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection☐ Other _____

5. TYPE OF WORK:

☐ New well ☐ Replacement well ☐ Modify existing well☐ Abandonment ☒ Other Stack

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material benonite From (ft) 0 To (ft) 38 Quantity (lbs or ft³) 600lbs Placement method/procedure temporary casing

8. CASING/LINER:

Diameter (nominal) From (ft) To (ft) Gauge/Schedule Material Casing Liner Threaded Welded

6 1/2 71.25 steel ☐ ☐ ☐ ☐6 1/2 71.25 steel ☒ ☐ ☐ ☒☐ ☐ ☐ ☐☐ ☐ ☐ ☐Was drive shoe used? ☐ Y ☐ N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☐ N Method _____Manufactured screen ☐ Y ☐ N Type _____

Method of installation _____

From (ft) To (ft) Slot size Number/ft Diameter (nominal) Material Gauge or Schedule

☐ ☐ ☐ ☐ ☐ ☐☐ ☐ ☐ ☐ ☐ ☐☐ ☐ ☐ ☐ ☐ ☐☐ ☐ ☐ ☐ ☐ ☐

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☐ N Type _____

10. FILTER PACK:

Filter Material From (ft) To (ft) Quantity (lbs or ft³) Placement method☐ ☐ ☐ ☐☐ ☐ ☐ ☐☐ ☐ ☐ ☐☐ ☐ ☐ ☐

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☐ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 7 Static water level (ft) 7

Water temp (°F) _____ Bottom hole temp. (°F) _____

Describe access port _____

Well test: Test method:

Drawdown (feet) Discharge or yield (gpm) Test duration (minutes) Pump Bailer Air Flowing artesian

- 15 30 ☐ ☐ ☒ ☐☐ ☐ ☐ ☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in) From (ft) To (ft) Remarks, lithology or description of repairs or abandonment, water temp. Water Y N

10 6 3 overburden ☐ ☒10 3 18 clay ☒ ☐10 18 38 sand ☒ ☐6 38 59 sand ☒ ☐6 59 68 clay ☒ ☐6 68 86 basalt ☒ ☐6 86 91 fractured basalt ☒ ☐

RECEIVED

DEC 26 2014

Department of Water Resources
Eastern RegionCompleted Depth (Measurable): 91'Date Started: 12-17-14 Date Completed: 12-18-14

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Judy Drilling Drilling Co. No. 519Principal Driller John Vennema Date _____

Driller _____ Date _____

Operator II Mike Angen Date 12-18-14

Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Attachment #5

1. WELL TAG NO. D 0062944

Drilling Permit No _____

Water right or injection well # _____

2. OWNER:

Name Darin Taylor / Karl ZitlawAddress 3847 E. 620 N.City Rigby State ID Zip _____

3. WELL LOCATION:

Twp 4 North ☒ or South ☐ Rge. 37 East ☒ or West ☐Sec. 4 1/4 NW 1/4 SE 1/4Gov't Lot _____ County JeffersonLat 43° 42.252 (Deg. and Decimal minutes)Long. 112° 06.535 (Deg. and Decimal minutes)Address of Well Site 2550 N. 2975 E.City Roberts

Lot _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK:

☒ New well ☐ Replacement well ☐ Modify existing well☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
Bentonite	0'	38'	5600#	Temporary Casing

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing Liner	Threaded	Welded
20"	+2'	90'	375	steel	☒	☐	☒
10"	+2'	202'	250	steel	☒	☐	☒
					☐	☐	☐
					☐	☐	☐

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☐ N Method _____Manufactured screen ☐ Y ☐ N Type _____

Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☐ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☐ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 10 Static water level (ft) 10

Water temp. (°F) _____ Bottom hole temp. (°F) _____

Describe access port _____

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
-	5+	30

Test method:

Pump ☐ Bailor ☐ Air ☒ Flowing artesian ☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
24"	0'	15'	Clay		X
	15'	38'	Coarse Sand		
20"	38'	78'	Sand		
	78'	88'	Blue Clay w/water		
	88'	90'	Basalt, weathered		
	90'	110'	Basalt, weathered		
	110'	125'	Blue Clay		
	125'	145'	Fine Sand, sandstone pieces		
	145'	170'	Sand, some rock pieces		
	170'	180'	Clayey Sand		
	180'	185'	Thick Clay		
	185'	202'	Thick Clay		
10"	202'	260'	Basalt, small frag.		
	260'	264'	Cinders & Sand		
	264'	330'	Sand		
	330'	380'	Sandstone & Clay		

RECEIVED

SEP 08 2014

Department of Water Resources
Eastern RegionCompleted Depth (Measurable): 276'Date Started: 5/23/14 Date Completed: 6/30/14

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Jed's Drilling Drilling Co. No. 519*Principal Driller Jed's Drilling Date _____*Driller Jed's Drilling Date 7/4/14

*Operator II _____ Date _____

Operator I _____ Date _____

*Signature of Principal Driller and rig operator are required.

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft Neeley	T Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2022	0.0	0.015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.0	0.036	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.0	0.055	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	0.070	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.0	0.083	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.092	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.0	0.100	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.0	0.106	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.0	0.111	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.0	0.114	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.0	0.118	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.0	0.120	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	0.122	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.0	0.124	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.0	0.126	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	0.127	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.0	0.128	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	0.0	0.129	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	0.0	0.130	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	0.0	0.131	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	0.0	0.132	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	0.0	0.132	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	0.0	0.133	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	0.0	0.134	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	0.0	0.134	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2030	0.0	0.135	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2030	0.0	0.135	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2031	0.0	0.135	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2031	0.0	0.136	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2031	0.0	0.136	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2032	0.0	0.136	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2032	0.0	0.137	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2032	0.0	0.137	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2033	0.0	0.137	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2033	0.0	0.138	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2033	0.0	0.138	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2034	0.0	0.138	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2034	0.0	0.138	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2034	0.0	0.139	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2035	0.0	0.139	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2035	0.0	0.139	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2035	0.0	0.139	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2036	0.0	0.139	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2036	0.0	0.139	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2036	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2037	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2037	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2037	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2038	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2038	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2038	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2039	0.0	0.140	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2039	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2039	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2040	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2040	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2040	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2041	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2041	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2041	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft to Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2042	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2042	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2042	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2043	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2043	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2043	0.0	0.141	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2044	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2044	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2044	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2045	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2045	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2045	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2046	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2046	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2046	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2047	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2047	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2047	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2048	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2048	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2048	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2049	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2049	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2049	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2050	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2050	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2050	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2051	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2051	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2051	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2052	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2052	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2052	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2053	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2053	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2053	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2054	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2054	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2054	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2055	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2055	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2055	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2056	0.0	0.142	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2056	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2056	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2057	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2057	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2057	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2058	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2058	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2058	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2059	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2059	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2059	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2060	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2060	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2060	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2061	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2061	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2061	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blckft	Nr Blckft to Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2062	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2062	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2062	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2063	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2063	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2063	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2064	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2064	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2064	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2065	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2065	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2065	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2066	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2066	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2066	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2067	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2067	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2067	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2068	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2068	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2068	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2069	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2069	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2069	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2070	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2070	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2070	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2071	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2071	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2071	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2072	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2072	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2072	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2073	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2073	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2073	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2074	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2074	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2074	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2075	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2075	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2075	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2076	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2076	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2076	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2077	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2077	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2077	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2078	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2078	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2078	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2079	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2079	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2079	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2080	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2080	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2080	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2081	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2081	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2081	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2082	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2082	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2082	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2083	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2083	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2083	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2084	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2084	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2084	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2085	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2085	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2085	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2086	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2086	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2086	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2087	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2087	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2087	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2088	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2088	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2088	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2089	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2089	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2089	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2090	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2090	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2090	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2091	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2091	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2091	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2092	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2092	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2092	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2093	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2093	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2093	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2094	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2094	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2094	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2095	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2095	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2095	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2096	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2096	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2096	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2097	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2097	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2097	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2098	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2098	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2098	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2099	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2099	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2099	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2100	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2100	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2100	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2101	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2101	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2101	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blckft	Nr Blckft Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2102	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2102	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2102	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2103	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2103	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2103	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2104	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2104	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2104	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2105	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2105	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2105	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2106	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2106	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2106	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2107	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2107	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2107	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2108	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2108	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2108	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2109	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2109	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2109	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2110	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2110	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2110	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2111	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2111	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2111	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2112	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2112	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2112	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2113	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2113	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2113	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2114	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2114	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2114	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2115	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2115	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2115	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2116	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2116	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2116	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2117	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2117	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2117	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2118	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2118	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2118	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2119	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2119	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2119	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2120	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2120	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2120	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2121	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2121	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2121	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blckft	Nr Blckft Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2122	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2122	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2122	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2123	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2123	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2123	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2124	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2124	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2124	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2125	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2125	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2125	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2126	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2126	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2126	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2127	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2127	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2127	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2128	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2128	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2128	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2129	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2129	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2129	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2130	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2130	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2130	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2131	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2131	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2131	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2132	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2132	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2132	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2133	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2133	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2133	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2134	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2134	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2134	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2135	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2135	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2135	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2136	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2136	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2136	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2137	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2137	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2137	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2138	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2138	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2138	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2139	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2139	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2139	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2140	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2140	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2140	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2141	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2141	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2141	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft to Neeley	TiNeeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2142	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2142	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2142	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2143	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2143	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2143	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2144	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2144	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2144	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2145	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2145	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2145	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2146	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2146	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2146	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2147	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2147	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2147	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2148	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2148	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2148	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2149	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2149	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2149	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2150	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2150	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2150	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2151	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2151	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2151	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2152	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2152	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2152	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2153	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2153	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2153	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2154	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2154	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2154	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2155	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2155	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2155	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2156	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2156	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2156	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2157	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2157	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2157	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2158	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2158	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2158	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2159	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2159	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2159	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2160	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2160	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2160	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2161	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2161	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2161	0.0	0.143	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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	TOTAL EFFECT WITH TRANSFER (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bckft To	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bckft	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
SPR 2062	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2062	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2062	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2063	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2063	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2063	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2064	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2064	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2064	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2065	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2065	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2065	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2066	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2066	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2066	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2067	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2067	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2067	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2068	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2068	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2068	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2069	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2069	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2069	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2070	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2070	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2070	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2071	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2071	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2071	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2072	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2072	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2072	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2073	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2073	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2073	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2074	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2074	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2074	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2075	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2075	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2075	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2076	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2076	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2076	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2077	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2077	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2077	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2078	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2078	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2078	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2079	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2079	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2079	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2080	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2080	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2080	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2081	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2081	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2081	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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TOTAL EFFECT WITH TRANSFER (AF/four months)											
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft to Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2162	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2162	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2162	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2163	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2163	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2163	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2164	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2164	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2164	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2165	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2165	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2165	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2166	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2166	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2166	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2167	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2167	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2167	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2168	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2168	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2168	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2169	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2169	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2169	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2170	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2170	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2170	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2171	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2171	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2171	0.0	0.330	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Near SS af/trimester **0.330423**
Near SS fraction **0.99127**

1500	0.921	0.000	0.921	0.921222	-1.4E-18	5.7E-19	0	0	0	0	0	0	0	0	0	0	0
1600	0.924	0.000	0.924	0.923646	-1.4E-17	5.92E-18	0	0	0	0	0	0	0	0	0	0	0
1700	0.926	0.000	0.926	0.925857	-1E-16	4.7E-17	0	0	0	0	0	0	0	0	0	0	0
1800	0.928	0.000	0.928	0.927885	-6.3E-16	2.97E-16	0	0	0	0	0	0	0	0	0	0	0
1900	0.930	0.000	0.930	0.929753	-3.2E-15	1.55E-15	0	0	0	0	0	0	0	0	0	0	0
2000	0.931	0.000	0.931	0.931483	-1.4E-14	6.91E-15	0	0	0	0	0	0	0	0	0	0	0
2100	0.933	0.000	0.933	0.933089	-5.1E-14	2.68E-14	0	0	0	0	0	0	0	0	0	0	0
2200	0.935	0.000	0.935	0.934587	-1.7E-13	9.18E-14	0	0	0	0	0	0	0	0	0	0	0
2300	0.936	0.000	0.936	0.935987	-5.1E-13	2.84E-13	0	0	0	0	0	0	0	0	0	0	0
2400	0.937	0.000	0.937	0.937301	-1.4E-12	8.01E-13	0	0	0	0	0	0	0	0	0	0	0
2500	0.939	0.000	0.939	0.938536	-3.6E-12	2.08E-12	0	0	0	0	0	0	0	0	0	0	0
2600	0.940	0.000	0.940	0.939701	-8.6E-12	5.05E-12	0	0	0	0	0	0	0	0	0	0	0
2700	0.941	0.000	0.941	0.940801	-1.9E-11	1.15E-11	-6.1E-38	2.32E-38	0	0	0	0	0	0	0	0	0
2800	0.942	0.000	0.942	0.941843	-4E-11	2.46E-11	-1.1E-36	4.19E-37	0	0	0	0	0	0	0	0	0
2900	0.943	0.000	0.943	0.942831	-8.1E-11	5.02E-11	-1.5E-35	6.2E-36	0	0	0	0	0	0	0	0	0
3000	0.944	0.000	0.944	0.94377	-1.6E-10	9.78E-11	-1.8E-34	7.68E-35	0	0	0	0	0	0	0	0	0
4000	0.951	0.000	0.951	0.951155	-1.8E-08	1.29E-08	-1.3E-26	6.82E-27	0	0	0	0	0	0	0	0	0
5000	0.956	0.000	0.956	0.956222	-3.4E-07	2.58E-07	-7.3E-22	4.3E-22	0	0	0	0	0	0	0	0	0
6000	0.960	0.000	0.960	0.959975	-2.5E-06	1.97E-06	-1.1E-18	7.14E-19	0	0	0	0	0	0	0	0	0
7000	0.963	0.000	0.963	0.9629	-1.1E-05	8.64E-06	-2.2E-16	1.47E-16	0	0	0	0	0	0	0	0	0
8000	0.965	0.000	0.965	0.965263	-3.2E-05	2.67E-05	-1.2E-14	8.19E-15	0	0	0	0	0	0	0	0	0
9000	0.967	0.000	0.967	0.967223	-7.7E-05	6.51E-05	-2.6E-13	1.9E-13	0	0	0	0	0	0	0	0	0
10000	0.969	0.000	0.969	0.968885	-0.00016	0.000134	-3.1E-12	2.39E-12	0	0	0	0	0	0	0	0	0
11000	0.970	0.000	0.970	0.970315	-0.00028	0.000245	-2.5E-11	1.92E-11	0	0	0	0	0	0	0	0	0
21000	0.978	0.000	0.978	0.978446	-0.00557	0.005108	-5.7E-07	4.92E-07	-6E-13	4.93E-13	-5.2E-21	4.04E-21	1.29E-37	0	0	0	0
31000	0.981	0.000	0.981	0.982233	-0.01811	0.016995	-2.4E-05	2.17E-05	-1.6E-09	1.38E-09	-4.3E-15	3.6E-15	4.04E-21	-3.3E-31	2.44E-31	0	0
41000	0.983	0.000	0.983	0.984537	-0.03494	0.033177	-0.00018	0.000164	-9.8E-08	8.85E-08	-5.1E-12	4.47E-12	3.6E-15	-4.4E-22	3.53E-22	0	0
54787.5	0.984	0.000	0.984	0.986612	-0.06081	0.058305	-0.0009	0.000851	-2.7E-06	2.48E-06	-1.4E-09	1.27E-09	1.29E-37	-1.2E-13	1.07E-13	0	0



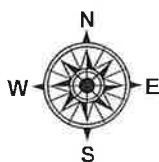
Proposed POD QQ Proposed POU Parcels Twp & Rng Section N W E S	Proposed Location J & L Holdings LLC RMEA # 21-0211 by: KM Date: 1/10/2022 Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC.
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0 500 1,000 2,000 Feet

2021 NAIP

- POD 35-12467B
- POU 35-12467B
- Purchase Acres
- Twp & Rng
- Section
- QQ



From Location 35-12467B

J & L Holdings LLC

RMEA # 21-0211

by: KM

Date: 1/10/2022





● POD 35-7720 POU 35-7720 Purchased Acres Twp & Rng Section	From Location 35-7720 <i>J & L Holdings LLC</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">RMEA # 21-0211</td> </tr> <tr> <td style="padding: 2px;">by: KM</td> </tr> <tr> <td style="padding: 2px;">Date: 1/10/2022</td> </tr> </table>	RMEA # 21-0211	by: KM	Date: 1/10/2022
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Date: 1/10/2022				



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

February 23, 2022

J & L HOLDINGS LLC
PO BOX 111
IRWIN, ID 83428-0111

RE: Transfer No. 85750
Water Right No(s). 35-12467B, 35-7720

Dear Applicant(s):

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 POST REGISTER and JEFFERSON STAR on 3/3/2022 and 3/10/2022. 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:
ROCKY MOUNTAIN WATER EXCHANGE, LLC
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Wednesday, February 23, 2022 12:07 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Post Register
Attachments: 85750 Post Register.docx

LEGAL NOTICE DEPARTMENT
POST REGISTER
PO BOX 1800
IDAHO FALLS, ID 83403-1800

RE: Transfer No. 85750
Water Right No(s). 35-12467B, 35-7720

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 3/21/2022. 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. 85750**

J & L HOLDINGS LLC, PO BOX 111, IRWIN, ID 83428-0111 has filed Application No. 85750 for changes to the following water rights within BONNEVILLE, JEFFERSON County(s): Right No(s). 35-12467B, 35-7720; 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 points of diversion, place of use and nature of use, and add points of diversion. The proposed points of diversion are in SESE (2 wells) and NESE Sec 36 T04N R38E for 0.36 cfs from ground water. The proposed place of use is in NESE and NWSE Sec 36 T04N R38E for mitigation by non-use (new nature of use). The applicant seeks to mitigate for application for permit no. 25-14512.

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 3/21/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/3/2022 and 3/10/2022

Henman, Christina

From: Henman, Christina
Sent: Wednesday, February 23, 2022 12:07 PM
To: info@jeffersonstarnews.com
Subject: Legal Notice for Jefferson Star
Attachments: 25-145122, 85750 Jefferson Star.docx

LEGAL NOTICE DEPARTMENT
JEFFERSON STAR
PO BOX 37
RIGBY, ID 83442

RE: Application for Permit No. 25-14512, Transfer 85750

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 3/21/2022. 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

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

25-14512

J & L HOLDINGS LLC, PO BOX 111, IRWIN, ID 83428-0111

ROCKY MOUNTAIN WATER EXCHANGE, LLC, 482 CONSTITUTION WAY STE 303, IDAHO FALLS, ID 83402-3552

Point of Diversion SESE S36 T04N R38E JEFFERSON County

Source GROUND WATER Tributary

Point of Diversion SESE S36 T04N R38E JEFFERSON County

Source GROUND WATER Tributary

Point of Diversion NESE S36 T04N R38E JEFFERSON County

Source GROUND WATER Tributary

Use: IRRIGATION

04/01 to 10/31

0.52 CFS

Total Diversion:

0.52 CFS

Date Filed: 01-24-2022

Place Of Use: IRRIGATION

T04N R38E S36

NESE,NWSE

Total Acres: 26

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Eastern office at (208)525-7161; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. 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 3/21/2022. The protestant must also send a copy of the protest to the applicant.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 85750

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GARY SPACKMAN, Director

Published on 3/2/2022 and 3/9/2022