

RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 85706

DEC 16 2021

MINIMUM REQUIREMENTS CHECKLIST**RECEIVED**Department of Water Resources
Eastern Region

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

FEB 01 2022

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 Department of Water Resources forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Evan Steel**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

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of Applicant(s) Evan Steel Phone 208-680-3741
Mailing address 586 E Weeding Ln, Blackfoot ID 83221 Email evan.steel1@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 Environmental Associates, Inc. Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 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.

Signature of Applicant or Authorized Representative Erin Steel Print Name and Title if applicable Erin Steel Date 11 Dec 2021

Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date
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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**.
See Part 1A.3

Narrative to Support Application

Rocky Mountain Water Environmental Associates, Inc. for Evan Steel.

Applicant proposes to transfer a purchased ground water right for irrigation of grass pasture. The purchase contract states that a total of 16.4 acres of Water Right No. 35-7443 is being purchased. Currently, the water right is very skinny on rate a volume with a diversion rate of 0.007 cfs/acre and a volume of 2.81 af/acre. This rate and diversion are not adequate to facilitate irrigation of a small area as proposed. The purchased 16.4 acres of the above water right are therefore proposed to be condensed onto 8.9 acres in order to have adequate rate and volume for an irrigation system for grass pasture. **The final rate and volume proposed are 0.11 cfs and 35.6 afa, as described in more detail below.** Modeling of the consumptive use volume is described in Attachment #5.

The FROM acres have some discrepancies that are discussed in a section below.

Rate

The rate proposed is based upon the proportionate share of the purchased 16.4 acres of water right 35-7443. This application proposes condensing this water right onto less acres for the purpose of increasing the rate per acre. The total rate will be 0.11 cfs for 8.9 acres, which allows 0.012 cfs/acre, or about 50 gallons per minute. The applicant anticipates irrigating the pasture with a reel gun, such as a Kifco Model E140. According to the manufacturer's specifications, a reel gun such as this can operate in the range of 13-80 gpm and can irrigate the proposed irrigated acres in about a 3-day cycle. The applicant has determined that the proposed rate is adequate.

Volume

The purchased 16.4 acres of water right should have a proportionate volume of 46.1 afa, which only allows 2.81 af/acre. This volume is adequate for the consumption of grain and potatoes. ET Idaho 2017 at the Kettle Butte (PN-AM -- KTBI) station indicates that Spring Grain -- Irrigated has a precipitation deficit of 602 mm/yr, or 1.98 afa. Figure 1 shows an excerpt from ET Idaho 2017 for Spring Grain at the existing location. Historical consumptive use at the original location is estimated to be about 32.5 afa.

Figure 1. Excerpt from ET Idaho 2017 Kettle Butte (PN-AM--KTBI) Station

Figure 1. Excerpt from E1 Idaho 2017 Kettle Butte (PN-AM-KBD) Station

Spring Grain - Irrigated Precipitation Deficit															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Mean ^j	mm/day												mm		
Monthly ^c	-0.24	-0.01	0.17	0.45	2.54	5.99	8.05	2.65	-0.04	-0.18	-0.08	-0.25	602	-17	586

At the proposed place of use, it is anticipated to irrigate using the full standard field headgate volume of 4.0 afa/acre, for a total annual volume of 35.6 afa. It is anticipated to irrigate grass pasture, which has a precipitation deficit of 2.67 af/acre, according to ET Idaho 2017 at the Blackfoot Station (AM/INL – ACKI) (Figure 2), for a total anticipated consumptive use of 23.7 afa. This volume does not exceed the historical consumptive use of 32.5 afa that was occurring at the original place of use. There will be no enlargement. In addition the total annual volume diverted will be reduced from 46.1 afa to 35.6 afa.

Figure 2. Excerpt from ET Idaho 2017 Blackfoot (AM/INL -- ACKI) Station

Grass Pasture - high management															
Precipitation Deficit															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Mean ^j	mm/day												mm		
Monthly ^c	-0.25	-0.04	0.00	1.51	3.58	5.32	6.66	5.41	3.36	0.67	-0.24	-0.35	813	-27	786

FROM Location

Acres described on the water right report 35-7443 do not appear to be consistent with the geographic representation of the place of use. There are acres irrigated in the SWNW and SENW of Section 32 that are included in the place of use shapefile, but which are not included on the water right report. Likewise, there are extra acres decreed to the NWSW of Section 32 that are not actually irrigated. However, the acres irrigated under the water right are consistent with the total acres authorized, even though the location is not described consistently. The maps associated with the transfer represent the acres physically being dried up. There are discrepancies in the SWNW, SENW, and NWSW of Section 32 relative to the misrepresentation of the location of the acres. For the purposes of this transfer, it is assumed that the acreage showed on the map in the SWNW and SENW are removed from the water right place of use of the NWSW of Section 32. However, only acres that have physically been irrigated are being transferred and there are adequate acres of water right remaining to provide for the remaining active irrigation of the place of use. A transfer should be filed to properly update the remaining acres under 35-7443 to describe the place of use as it is used. Note that there have been no physical changes to the place of use, but the actual locations and the water right locations do not correlate.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	35-7443	0.11 cfs	Irrigation	4/01 to 11/01	Groundwater
☐ ☐		35.6 afa		to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.11 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.11 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		SW	NE		13	2S	36E	Bingham	Groundwater	

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	
2S	36E	13			8.9														8.9
Total Acres (for irrigation use)																			8.9

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:

A reel gun will be used to irrigate 8.9 acres of grass pasture. A measuring device can be added to the well if needed.

- b. Who owns the property at the point(s) of diversion? Evan Steel

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- 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:

The land now irrigated will be retired from irrigation.

- 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:

There are no other water rights in use at the existing or proposed PODs and POUs.

- 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:



WATER RIGHT REPORT

5/24/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-7443

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NORMAN E NEF & SONS INC 2029 S 3000 W REXBURG, ID 83440 2083566479
Original Owner	NORMAN E NEF 2029 S 3000 W REXBURG, ID 83440 2083566479

Priority Date: 09/25/1974

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	5.07 CFS	2152 AFA
Total Diversion			5.07 CFS	2152 AFA

Location of Point(s) of Diversion:

GROUND WATER | SESWSW | Sec. 32 | Township 03N | Range 34E | BONNEVILLE County

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>
02N	34E	4		SWNW	1									
				NWSW	2									
		5		NENE	21		NWNE	25		SWNE	39		SENE	31

03N	6	NW	25	NWNW	25	SNW	38	SENW	40
		NESW	39	NWSW	36	SWSW	31	SESW	36
		NESE	38	NWSE	39	SWSE	20	SESE	7
		NENE	16	SWNE	1	SENE	38		
	8	NESE	11						
		NWNW	1						
		NESW	33	NWSW	32	SWSW	32	SESW	35
	32	NESE	3	NWSE	4	SWSE	37	SESE	29

Total Acres: 765

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 02/15/2002

Permit Proof Due Date: 10/1/1979

Permit Proof Made Date: 2/22/1978

Permit Approved Date: 10/26/1974

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: 09/25/1974

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:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

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 16 day of November, 2021 between the following parties: **NORMAN E NEF & SONS INC.**, 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. 35-7443, (the "Water Right") which was decreed on February 15, 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 September 25, 1974. 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 [x] a 54.8-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") as shown in **Exhibit 2**.

3. TERM OF AGREEMENT:

NET LISTING AGREEMENT

SELLER'S INITIALS: 

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The term of this Agreement shall commence on November 16, 2021 and shall expire at 11:59 p.m. on November 16, 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. [REDACTED]

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)*) _____

- (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.

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"

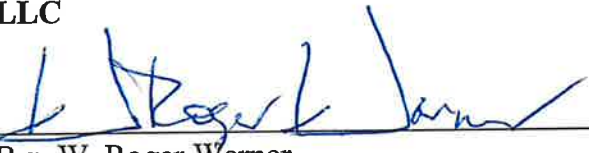
NORMAN E NEF & SONS, INC.



 David N. Nef
 Its: President

"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

Exhibit 1

Water Right Report



WATER RIGHT REPORT

5/24/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-7443

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NORMAN E NEF & SONS INC 2029 S 3000 W REXBURG, ID 83440 2083566479
Original Owner	NORMAN E NEF 2029 S 3000 W REXBURG, ID 83440 2083566479

Priority Date: 09/25/1974

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	5.07 CFS	2152 AFA
Total Diversion			5.07 CFS	2152 AFA

Location of Point(s) of Diversion:

GROUND WATER | SESWSW | Sec. 32 | Township 03N | Range 34E | BONNEVILLE County

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>
02N	34E	4		SWNW 1										
				NWSW 2										
		5		NENE 21			NWNE 25			SWNE 39			SENE 31	

			NENW	25	NWNW	25	SWNW	38	SENW	40
			NESW	39	NWSW	36	SWSW	31	SESW	36
			NESE	38	NWSE	39	SWSE	20	SESE	7
	6		NENE	16	SWNE	1	SENE	38		
			NESE	11						
	8		NWNW	1						
03N	32		NESW	33	NWSW	32	SWSW	32	SESW	35
			NESE	3	NWSE	4	SWSE	37	SESE	29

Total Acres: 765

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 02/15/2002

Permit Proof Due Date: 10/1/1979

Permit Proof Made Date: 2/22/1978

Permit Approved Date: 10/26/1974

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: 09/25/1974

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: 5

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

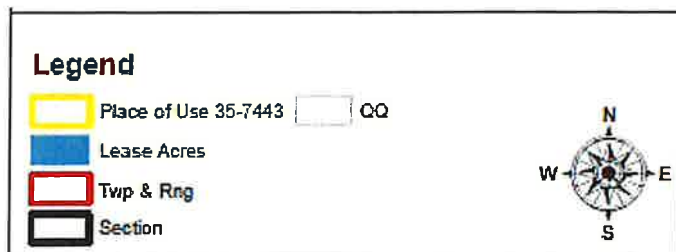
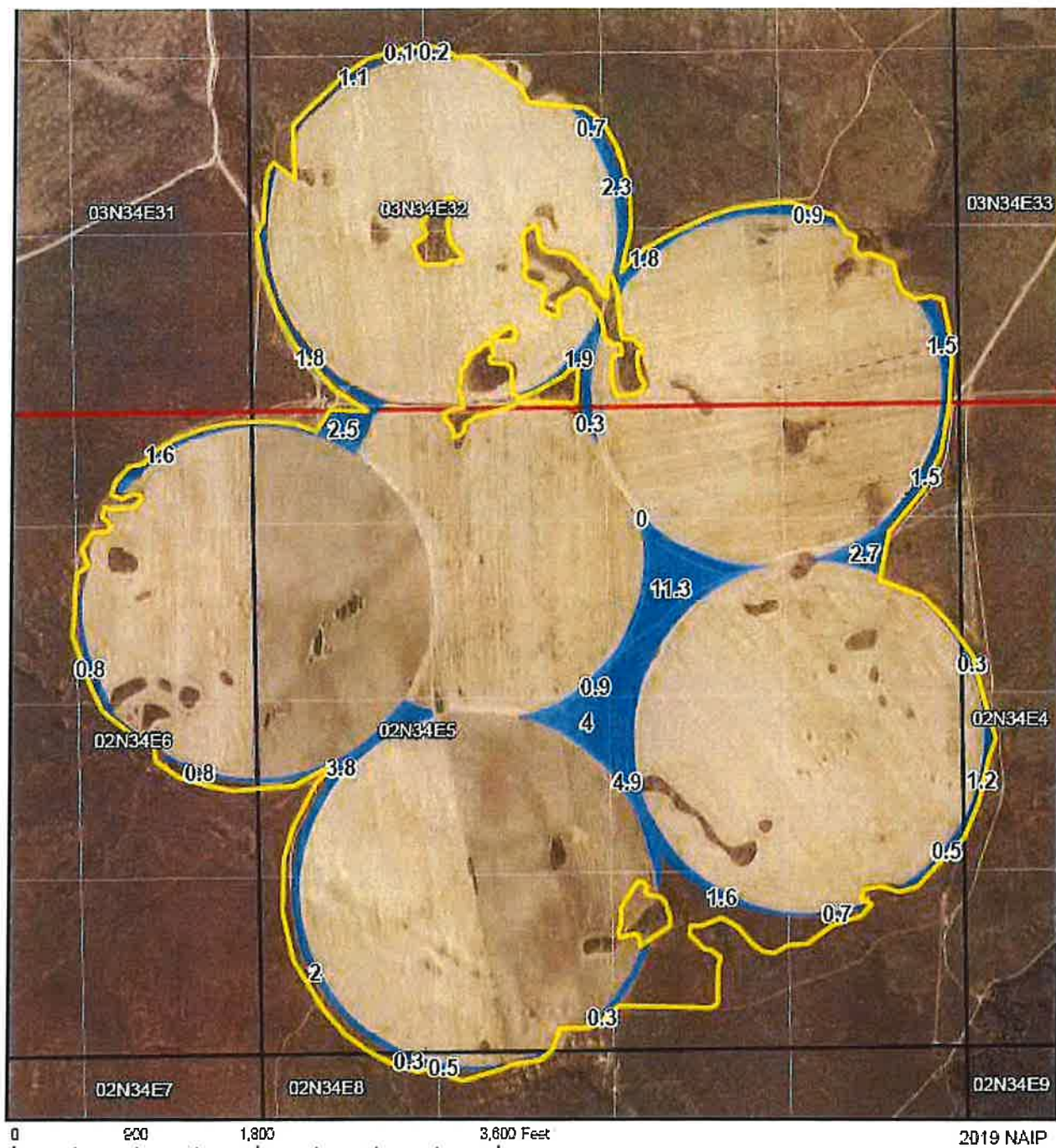
Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Exhibit 2

Map of Acres for Sale



NET LISTING AGREEMENT

SELLER'S INITIALS: *DM*

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Attachment #3

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 29th day of November, 2021 (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. **Evan Steel and Kirstie Steel**, whose address is 586 E Weeding Ln, Blackfoot, ID 83221 (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 sell Water Right No. 35-7443 (the "Water Right"), which was decreed in the Snake River Basin Adjudication on February 15, 2002 for irrigation purposes with a priority date of September 25, 1974. 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 16.4 acres of the Water Right. Buyer has agreed to purchase 16.4 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:

Purpose:	Irrigation
Priority:	<u>September 25, 1974</u>
Quantity (Diversion Rate):	<u>0.11</u> cfs of the total authorized <u>5.07</u> cfs

Quantity (Volume):	46.1 acre-feet per annum
Place of Use (Acreage):	16.4 acres of the 765 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. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
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) at the buyers designated place of use. 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. 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) [IF APPLICABLE] Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. _____, are sufficiently described to 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. _____.
 - (b) [IF APPLICABLE] Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this Agreement shall be null and void and of no further effect, and Buyer shall return the Earnest Money to Buyer.
 - (c) 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 the proposed transfer of water rights 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 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.

- (d) 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.
- (e) 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 plus Buyer's Premium less the Earnest Money [REDACTED]
 - (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 fees and costs of processing the closing including recording the deed after closing and preparation and fee for Change of Ownership application 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 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.
 - (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 a Buyer's Premium of [REDACTED] of the sale price or [REDACTED] at closing.
 - (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.

- (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

ES / KS
Initials

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.

Single Agency

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:

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange, LLC	Evan and Kirstie Steel
482 Constitution Way Suite 303	586 E Weeding Ln
Idaho Falls, ID 83402	Blackfoot, ID 83221
Email: rog.rmea@gmail.com	
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Reed Nord	
3525 Merlin Dr.	
Idaho Falls, ID 83404	
Email: rgnord@ida.net	

- (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.
- (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: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO



Michael James Johnston

By: Reed D. Nord, Agent for Broker

"BUYER"



Evan Steel



Kirstie Steel

Exhibit 1

The "Water Right"



WATER RIGHT REPORT

5/24/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-7443

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NORMAN E NEF & SONS INC 2029 S 3000 W REXBURG, ID 83440 2083566479
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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	4/01	11/01	5.07 CFS	2152 AFA
Total Diversion			5.07 CFS	2152 AFA

Location of Point(s) of Diversion:

GROUND WATER|SESWW|Sec. 32|Township 03N|Range 34E|BONNEVILLE County

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>
02N	34E	4		SWNW 1	1									
				NWSW 2	2									
		5		NENE 21	21		NWNE 25	25		SWNE 39	39		SENE 31	31

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 9 OF 14

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03N	6	NENW	25	NWNW	25	SWNW	38	SENW	40	
		NESW	39	NWSW	36	SWSW	31	SESW	36	
		NESE	38	NWSE	39	SWSE	20	SESE	7	
		NENE	16	SWNE	1	SENE	38			
	8	NESE	11							
		NWNW	1							
		32	NESW	33	NWSW	32	SWSW	32	SESW	35
			NESE	3	NWSE	4	SWSE	37	SESE	29

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Decreed Date: 02/15/2002

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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: 09/25/1974

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:

Generic Max Volume per Acre:

Civil Case Number:

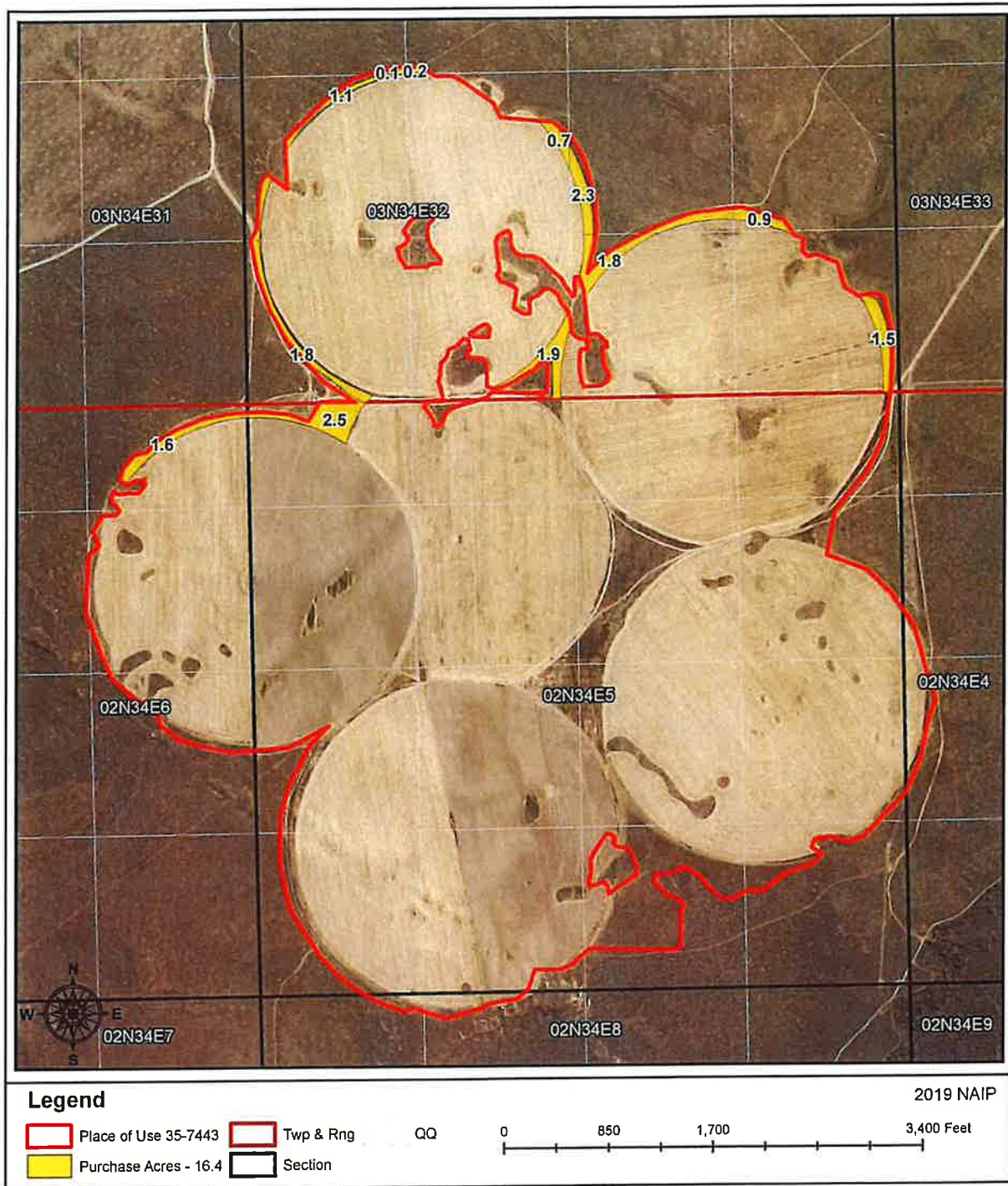
Old Case Number:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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

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Exhibit 2
Map of 16.4 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 11 OF 14

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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

NORMAN E NEF & SONS, INC., husband and wife, whose address is 1357 S 54 W, Idaho Falls, ID 83402 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **EVAN STEEL AND KIRSTIE STEEL**, whose address is 586 E Weeding Ln, Blackfoot, ID 83221 (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: _____ / _____ DATE: _____ PAGE 12 OF 14

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“GRANTOR”

NORMAN E NEF & SONS, INC.

By: David Nef
Its: President

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2022, by **David Nef** in his capacity as the president of Norman E Nef and Sons Inc.

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 13 OF 14
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EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ **DATE:** _____ **PAGE 14 OF 14**

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Eastern Snake Plain Aquifer Modeling Analysis and Narrative

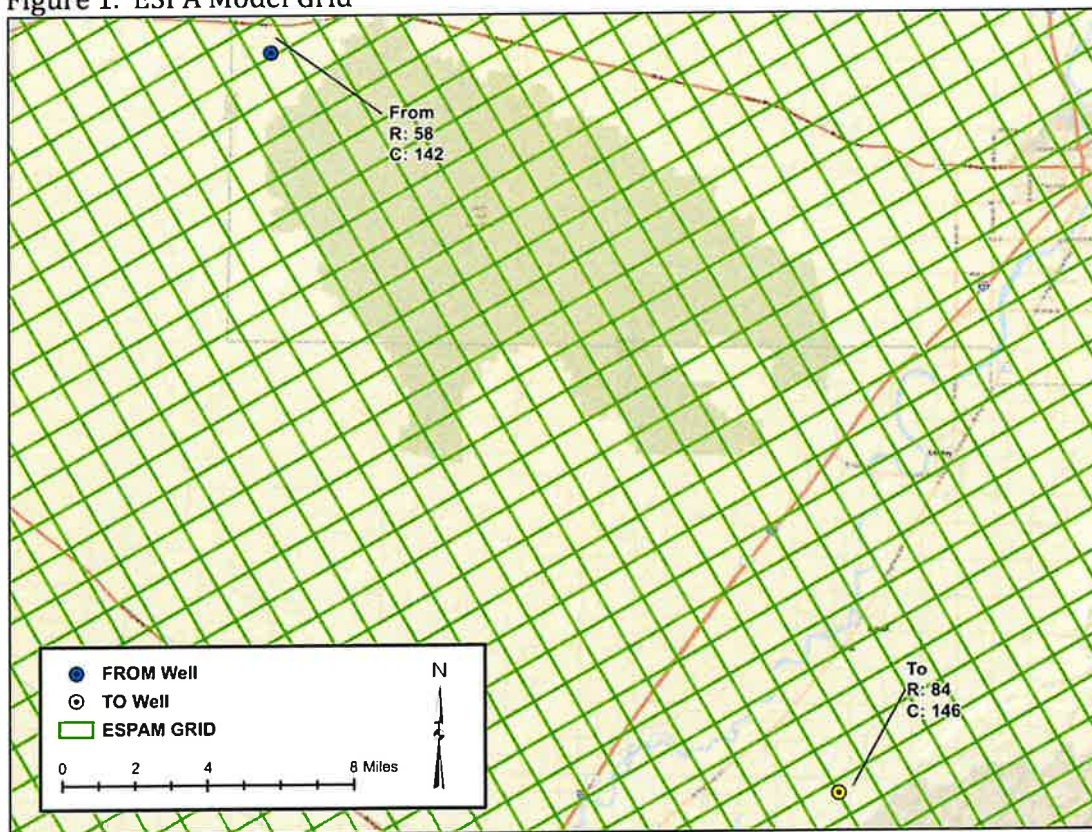
Transfer Application of WR# 35-7443

The Applicant requires 8.9 acres at the proposed place of use for irrigation. This application proposes to transfer water from water right no. 35-7443 that will cover the acres required.

Data Input Values

The TO Well location is the proposed point of diversion. The model cell is identified as R84 C145. The FROM Well location is located within model cell R58 C142. Figure 1 shows the locations of the points of diversion used in the modeling scenario.

Figure 1. ESPA Model Grid



The standard consumptive use requirement of 3.0 afa/acre was used to calculate total volumes for the TO and FROM wells. At the FROM Well, the application proposes to retire 16.4 acres, for a total volume of 49.2 afa, or 16.4 af/trimester. At the TO well, it is proposed to irrigate 8.9 acres at 3.0 afa/ac, for a total volume of 26.7 afa, or 8.9 af/trimester.

Results

Using ESPAM 2.1 to simulate the depletions of transferring a total anticipated consumptive volume of 26.7 afa to the proposed place of use, the affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.** Figures 2-4 include excerpts from the model simulation.

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: 35-7443

YEAR: 1974

SEASON: SUMMER

TRANSFER NAME: Evan Steel

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	84	58	75	45
COLUMN	146	142	105	30

UPDATE DATES

RUN MODEL

GET OUTPUT

CALCULATE EFFECTS

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 1974	0	16	16	0	0	0	0
WIN 1974	0	16	16	0	0	0	0
SPR 1975	0	16	16	0	0	0	0
SUM 1975	0	16	16	0	0	0	0
WIN 1975	0	16	16	0	0	0	0
SPR 1976	0	16	16	0	0	0	0
SPR 2021	0	16	16	0	0	0	0
SUM 2021	0	16	16	0	0	0	0
WIN 2021	0	16	16	0	0	0	0
SPR 2022	9	0	16	0	0	0	0
SUM 2022	9	0	16	0	0	0	0
WIN 2022	9	0	16	0	0	0	0
SPR 2023	9	0	16	0	0	0	0
SUM 2023	9	0	16	0	0	0	0
WIN 2023	9	0	16	0	0	0	0
SPR 2024	9	0	16	0	0	0	0
SUM 2024	9	0	16	0	0	0	0
WIN 2024	9	0	16	0	0	0	0
SPR 2025	9	0	16	0	0	0	0
SUM 2025	9	0	16	0	0	0	0
WIN 2025	9	0	16	0	0	0	0
SPR 2026	9	0	16	0	0	0	0
SUM 2026	9	0	16	0	0	0	0
WIN 2026	9	0	16	0	0	0	0
SPR 2027	9	0	16	0	0	0	0
SUM 2027	9	0	16	0	0	0	0
WIN 2027	9	0	16	0	0	0	0
SPR 2028	9	0	16	0	0	0	0
SUM 2028	9	0	16	0	0	0	0
SPR 2123	9	0	16	0	0	0	0
SUM 2123	9	0	16	0	0	0	0
WIN 2123	9	0	16	0	0	0	0
SPR 2124	9	0	16	0	0	0	0

Figure 3. Net Transfer Graphs

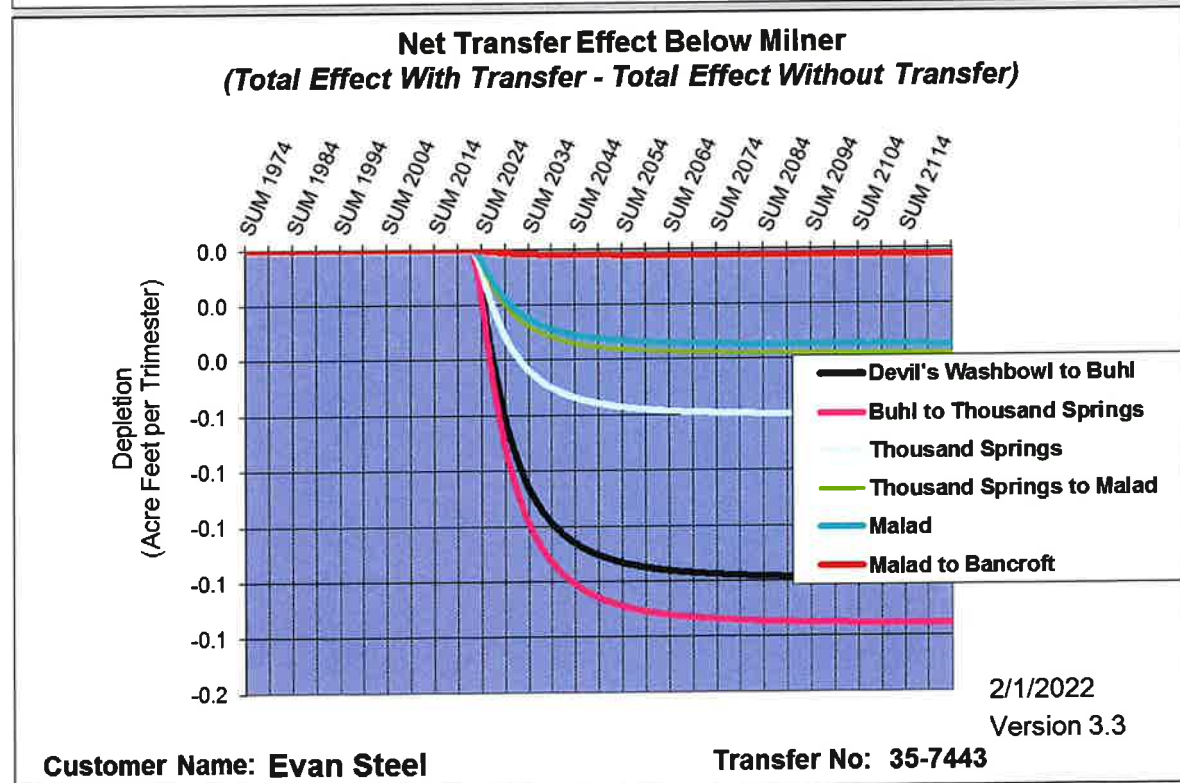
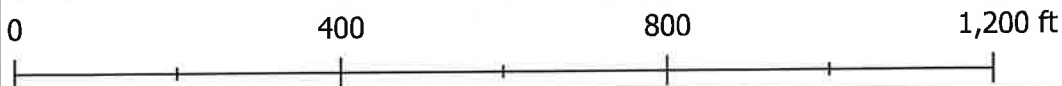
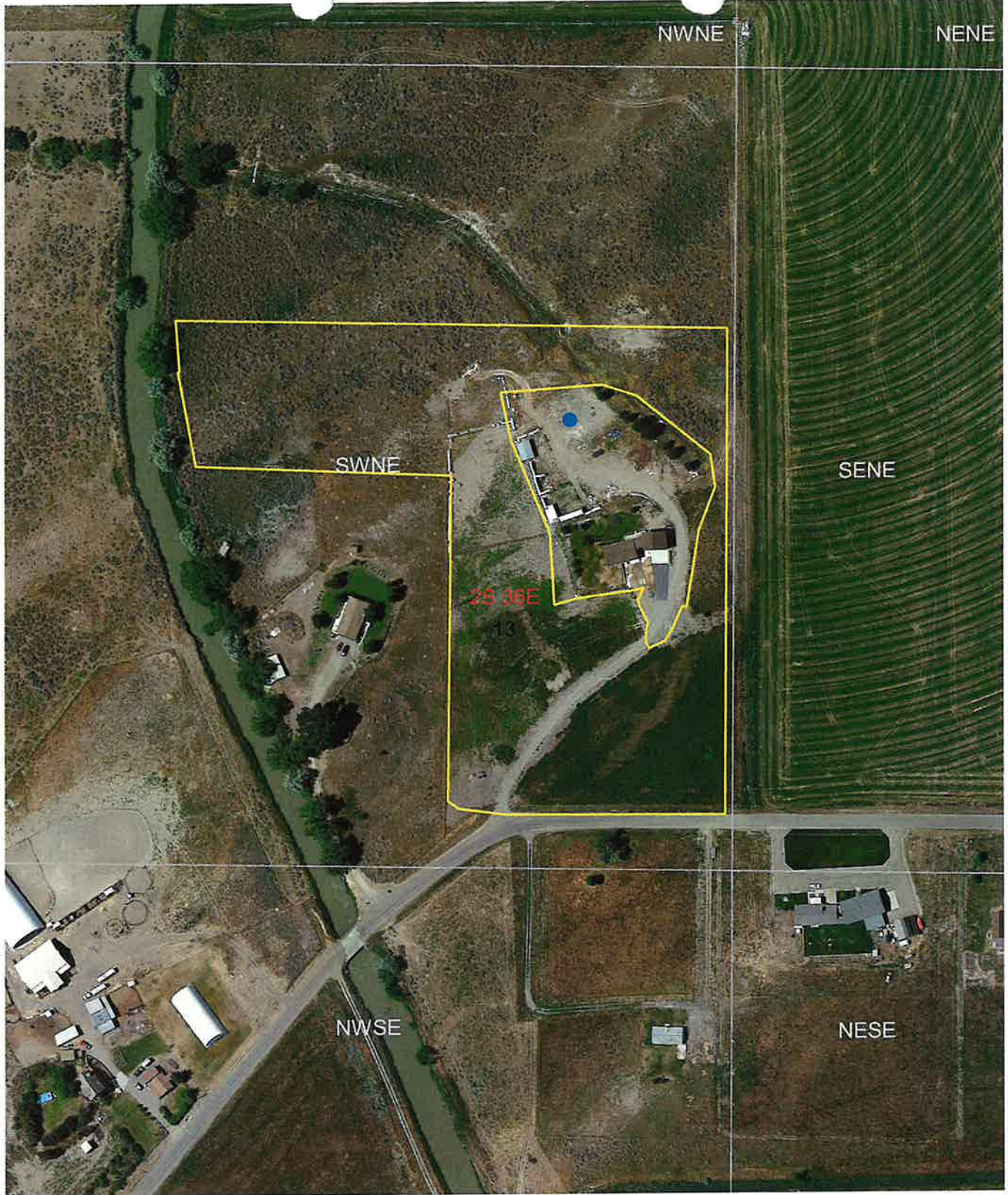


Figure 4. Calculated Effects

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	Kspr to Malad	Malad Malad	Malad to Bancroft
SUM 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1975	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	0.1	1.1	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.0	0.2	1.5	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.0	0.2	1.6	-2.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	0.2	1.6	-2.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.0	0.1	1.5	-3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.1	1.4	-3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.0	0.1	1.4	-3.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	-0.1	0.0	1.3	-3.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	-0.1	0.0	1.2	-4.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	-0.1	0.0	1.2	-4.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	-0.1	-0.1	1.1	-4.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	-0.1	-0.1	1.1	-4.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	-0.1	-0.1	1.0	-4.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	-0.1	-0.1	1.0	-4.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	-0.1	-0.1	1.0	-4.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	-0.1	-0.2	0.9	-4.9	0.0	0.0	-0.1	0.0	0.0	0.0	0.0
SUM 2027	-0.2	-0.2	0.9	-5.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0
WIN 2027	-0.2	-0.2	0.9	-5.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0
SPR 2028	-0.2	-0.2	0.9	-5.1	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SUM 2028	-0.2	-0.2	0.8	-5.1	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
WIN 2028	-0.2	-0.2	0.8	-5.2	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SPR 2029	-0.2	-0.3	0.8	-5.2	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SUM 2029	-0.2	-0.3	0.8	-5.3	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
WIN 2029	-0.2	-0.3	0.8	-5.3	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SPR 2030	-0.2	-0.3	0.8	-5.4	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SUM 2030	-0.2	-0.3	0.7	-5.4	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
WIN 2030	-0.2	-0.3	0.7	-5.4	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SPR 2031	-0.2	-0.3	0.7	-5.5	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SUM 2031	-0.3	-0.3	0.7	-5.5	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
WIN 2031	-0.3	-0.4	0.7	-5.5	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SPR 2032	-0.3	-0.4	0.7	-5.6	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SUM 2032	-0.3	-0.4	0.7	-5.6	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
WIN 2032	-0.3	-0.4	0.7	-5.6	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
SPR 2123	-0.5	-0.6	0.4	-6.3	0.0	-0.1	-0.1	-0.1	0.0	0.0	0.0
SUM 2123	-0.5	-0.6	0.4	-6.3	0.0	-0.1	-0.1	-0.1	0.0	0.0	0.0
WIN 2123	-0.5	-0.6	0.4	-6.3	0.0	-0.1	-0.1	-0.1	0.0	0.0	0.0
SPR 2124	-0.5	-0.6	0.4	-6.3	0.0	-0.1	-0.1	-0.1	0.0	0.0	0.0

er First Time Step of Transfer: **SPR 2022**

Match: 144		Match: 456											
	AIR	HIS	SINB	NBIN	NIM	DWIB	BTIS	TS	TSIM	M	MtB	Total	
Effects @ SS (Last Time Step):	0.69	1.94	3.54	9.54	0.06	0.18	0.20	0.09	0.06	0.05	0.00	16.35	Total Effect
Value of Dep. @ Last Time Step:	0.20	1.30	3.97	3.22	0.02	0.06	0.07	0.03	0.02	0.02	0.00	8.89	Total Effect
ent State (Max Value Timestep):	0.69	1.94	3.54	9.54	0.06	0.18	0.20	0.09	0.06	0.05	0.00	16.35	Total Effect
Max. Value of Dep. After Transfer:	0.67	2.10	5.10	8.73	0.05	0.18	0.20	0.09	0.06	0.05	0.00	17.23	Total Effect
Steady State Change:	-0.50	-0.64	0.43	-6.32	-0.04	-0.12	-0.14	-0.06	-0.04	-0.03	0.00		
Transient State Change:	-0.02	0.15	1.56	-0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00		



Legend

- Proposed POU
- Proposed POD
- Twn & Rng
- Section
- QQ

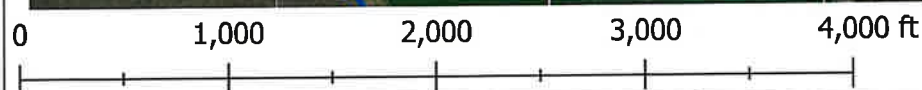
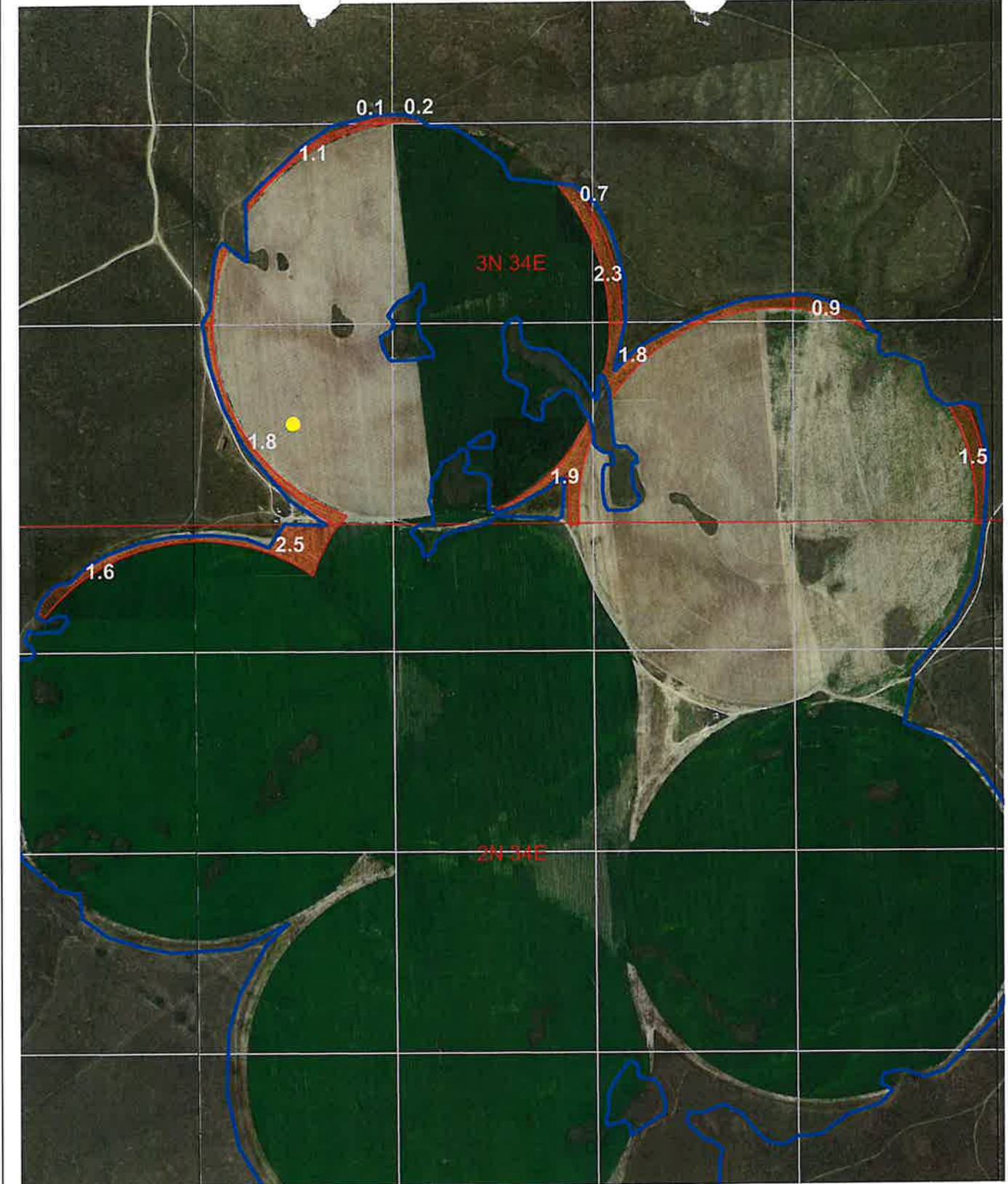
Google Satellite



Evan Steel
Attachment #7a

RMEA #21-0204
by: MM
Date: 12/9/2021





Legend - Yellow dot: WR POD 35-7443 - Blue outline: WR POU 35-7443 - Red outline: Purchased Acres - Red outline: Twn & Rng - White outline: Section - Grey outline: QQ		Google Satellite 	Evan Steel Attachment #7b RMEA #21-0204 by: MM Date: 12/9/2021	 Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC.
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85706



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 2, 2022

EVAN STEEL
586 E WEEDING LN,
BLACKFOOT, ID 83221

RE: Transfer No. 85706
Water Right No(s). 35-7443

Dear Applicant:

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 on 2/9/2022 and 2/16/2022. 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 ENVIRONMENTAL ASSOC INC
C/O KRISTIN MOORE
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Wednesday, February 2, 2022 2:21 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Post Register
Attachments: 85706 Post Register.docx

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

RE: Transfer No. 85706
Water Right No(s). 35-7443

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 2/28/2022. 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. 85706**

EVAN STEEL, 586 E WEEDING LN., BLACKFOOT, ID 83221 has filed Application No. 85706 for changes to the following water rights within BONNEVILLE County(s): Right No(s). 35-7443; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed point of diversion is in SWNE Sec 13 T02S R36E for 0.11 cfs from ground water. The proposed place of use is in SWNE Sec 13 T02S R36E for 8.9 acres. For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 2/28/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/9/2022 and 2/16/2022