

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

OCT 04 2021

Name of Applicant(s) Jacob + Kirk Jolley Phone 208.706.1208
 Mailing address 977 E Presto RD Shelley ID Email jkjolley@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 _____ Phone _____
 Mailing address _____ Email _____

- ☐ 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]
 Signature of Applicant or Authorized Representative

Kirk Jolley
 Print Name and Title if applicable

10/3/2021
 Date

[Signature]
 Signature of Applicant or Authorized Representative

Jacob Jolley
 Print Name and Title if applicable

10/4/2021
 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. 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.2**.

Moving 135 acres of right 34-2477A to my pivot.

seller/current owner Lewis M. Clark
Owner ship changed after transfer approval.

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 ☐ ☒	34-2477A	2.6 cfs	Irrigation	04/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.6 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 2.6 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 #
Y			SE	NE	3	06N	25E	Custer	Ground Water	

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	
06N	25E	3		23	28		36	6	5	37									135
				L2			L3	L4											

SUPERCEDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 16 2021

AMENDED

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

Department of Water Resources
Eastern Snake Plain Region

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING TRANSFERRED, 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 ☐ ☒	34-2477A	2.6 cfs	Irrigation	04/01 to 11/01	Ground Water
☒ ☐	34-778	1.6	Irrigation	05/01 to 10/15	BLR & Sinks
☒ ☐	34-10190	6.08	Irrigation	05/01 to 10/15	BLR & Sinks
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 10.28 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed _____ 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 #
Y			SE	NE	3	06N	25E	Custer	Ground Water	New Well
N								No Change	BLR	

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	
06N	25E	3	31	40	40	30	41	33	38	41		33							327
			L1	L2			L3	L4		40		34							
Total Acres (for irrigation use)																			327

Fritz, Cooper

From: Jake <jkjolley@gmail.com>
Sent: Friday, December 17, 2021 12:14 PM
To: Fritz, Cooper
Subject: Jake

Cooper,

Can you change the number of acres in the SENW from 41 to 40, and move that acre to the NWSW making that 34 acres?

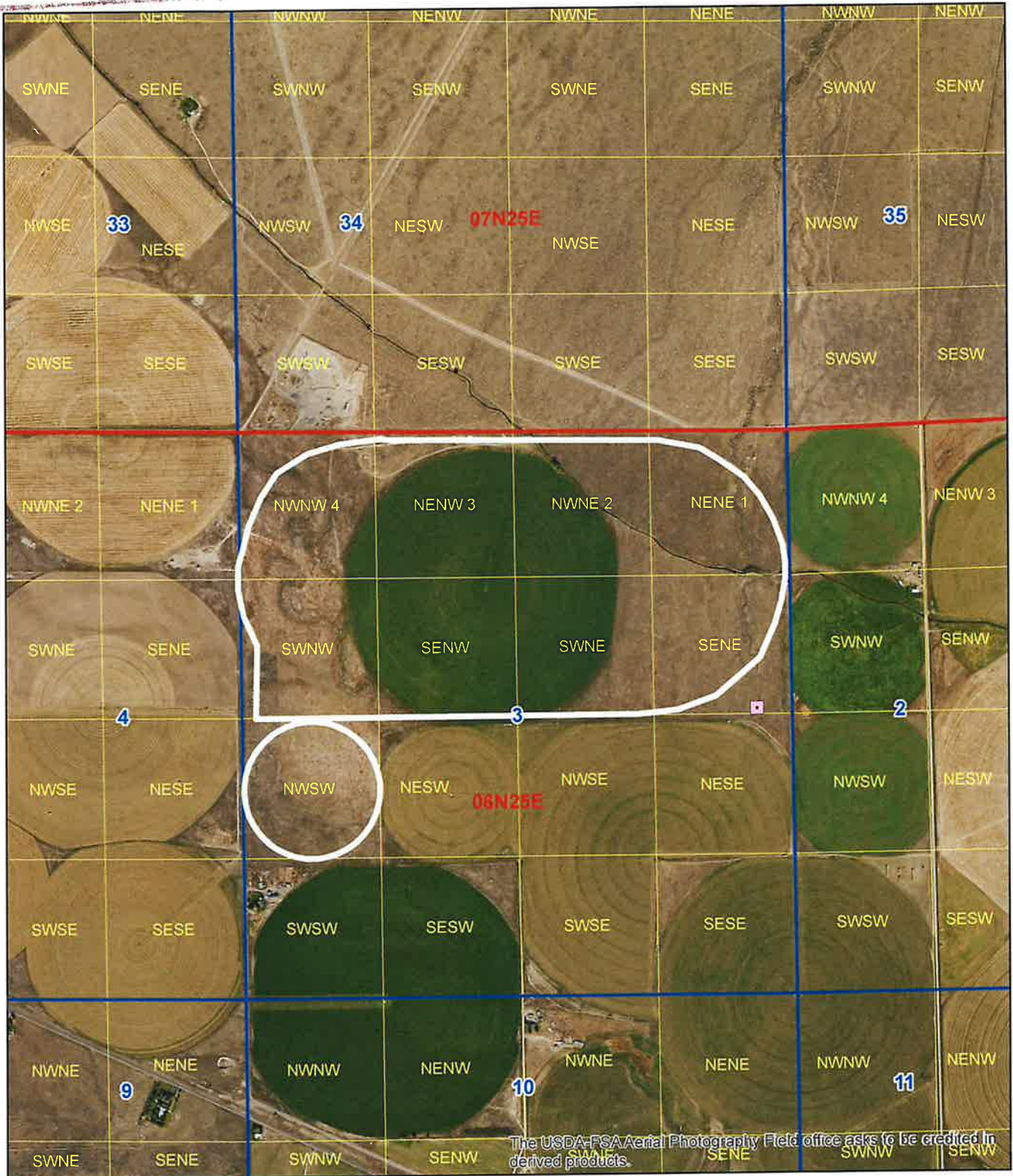
Thanks

Jake Jolley

AMENDED

Amended Combined Place of Use

John Spring

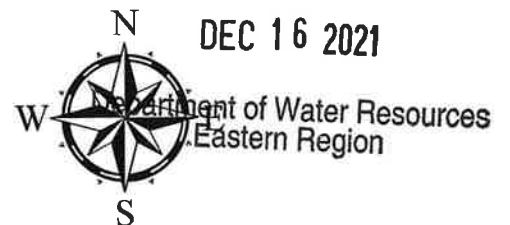


Legend

- New Well
- Amended_Place_of_Use
- Township/Range
- Sections
- QQ

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Miles

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:

New well, will have meter and lockable device installed in accordance with department specifications

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

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:

Will continue to be irrigated with BLR waters 34-317A (1885), 34-331 (1885), 34-198A (1897), and storage water from the BLRD

- 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:

BLR rights 34-778 (1886) and 34-10190 (1894) and storage water from BLRD

- 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:

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9/30/2021

Water Right 34-2477A

Owner Type **Name and Address**
Current Owner JENNIE M SMITH
3897 W 3700 N
DARLINGTON, ID 83255-8738
(208) 588-2552

Current Owner ORVILLE E SMITH
3897 W 3700 N
DARLINGTON, ID 83231
(208) 588-2552

Priority Date: 6/13/1966

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

Beneficial Use
IRRIGATION

From **To**
4/01 11/01
Total Diversion

Diversion Rate
6.010 CFS
6.010 CFS

Volume

Source and Point(s) of Diversion

GROUND WATER
GROUND WATER
GROUND WATER

NENWSE
SESWNW
NWSWNE

Sec. 2, Twp 06N, Rge 24E, CUSTER County
Sec. 2, Twp 06N, Rge 24E, CUSTER County(I)
Sec. 33, Twp 07N, Rge 24E, CUSTER County(R)

Place Of Use

IRRIGATION within CUSTER County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	25E	21	39.0	39.0	39.0	40.0				38.0					30.0	39.0		39.0	303.0
			L1	L2															
06N	25E	22										20.0	40.0						60.0
06N	25E	27						39.0	15.0								10.0	24.0	88.0
																		L4	
06N	25E	28	39.0			17.0													56.0
06N	25E	33	17.0																17.0
06N	25E	34					39.0	38.0											77.0

Right Acre Limit: 312.0

POU Total Acres: 601.0

Conditions of Approval:

1. F01 WATER DIVERTED FROM THE BIG LOST RIVER IS DELIVERED THROUGH THE

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DARLINGTON DITCH.

THE AMOUNT OF WATER DIVERTED FROM THE BIG LOST RIVER SHALL BE REDUCED WHERE NECESSARY TO PREVENT INJURY TO APPROPRIATORS OF WATER FROM THE BIG LOST RIVER DOWNSTREAM FROM THE POINT OF REDIVERSION.

2. G03 WATER DIVERTED UNDER THIS RIGHT IS EXCHANGED BY INJECTING WATER DIVERTED UNDER THIS RIGHT INTO THE BIG LOST RIVER AT THE POINT OF INJECTION DESCRIBED ABOVE, AND BY DIVERTING AN EQUAL AMOUNT OF WATER FROM THE BIG LOST RIVER AT THE UPSTREAM POINT OF REDIVERSION DESCRIBED ABOVE.
3. E60 USE OF THIS RIGHT WITH RIGHT NO. 34-12363A IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 6.01 CFS AND A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 2103.5 AF.
4. F02 TWO POINTS OF DIVERSION LOCATED IN T06N, R25E, S02, NENWSE.
5. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 312 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
6. K01 RIGHT NO. 34-12363A IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.
7. 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.
8. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
9. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 601 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00198A, 34-00317A, 34-00331, 34-12363A.

THE PORTION OF THE PLACE OF USE LISTED ABOVE AS T06N, R25E, S33, NENE IS LIMITED TO THE EAST HALF OF THAT QUARTER-QUARTER SECTION.

Comments:

1. BAUMHOFF 8/8/1991 COPIED FROM REMARKS
THIS CLAIM IS FOR 436 ACRES DESCRIBED IN THE PLACE OF USE. AN ADDITIONAL CLAIM HAS BEEN FILED FOR THE EXPANDED ACRES. THE EXPANSION BEGAN IN 1972 IN 3 PHASES. THE FIRST PHASE WAS COMPLETED IN THE SPRING OF 1974, THE SECOND PHASE WAS COMPLETED IN THE SPRING OF 1976, AND THE FINAL PHASE WAS COMPLETED IN 1978, WHICH BROUGHT THE TOTAL IRRIGATED GROUND TO 880 ACRES. AFTER THE COMPLETION OF THE SYSTEM, MICHAEL D. AND TERESA DUKE PURCHASED 250 ACRES OF THE 880 ACRES. THEY RECEIVED 100 MINERS INCHES OF WATER AND 124 ACRES FROM LICENSE 34-02477. THEY RECEIVED AN ADDITIONAL 126 ACRES UNDER THE EXPANSION RIGHT, FOR A TOTAL OF 250 IRRIGATED ACRES.

2. AJTEMP ADDED MORE REMARKS ABOUT
DIVERSION

3. KEEN 5/22/1992 DELETED REMARK ABOUT REDIVERTING
ONLY WHEN DOWNSTREAM RIGHTS ARE
BEING DELIVERES.

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4. AJU10-DS 6/9/2000 AJU10 CONDITION UPDATE
 CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.
5. skeen 8/3/2004 Water Right
 This water right record was updated by decree record from old RightID 28557 to new RightID
 372021
6. jberkey 9/23/2004 POD
 Correlated PODID 435974 from SpatialDataID 354208 to SpatialDataID 206020
7. nmiller 2/26/2012 POD
 Updated Shape

Dates and Other Information

Decreed Date: 12/14/2001
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 34
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
6.010	2,103.5	
34-12363A ,34-2477A		
<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
		601.0
34-198A ,34-317A ,34-331 ,34-12363A ,34-2477A		

SubCase:

N/A

Water Supply Bank:

N/A

9/30/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RAFTER J CATTLE CO LLC 794 E 425 N FIRTH, ID 83236-1227 (208) 390-5052

Status: Active

Tributary SINKS

<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
5/01	10/15	1.600 CFS
Total Diversion		1.600 CFS

SENWNW

Sec. 34, Twp 07N, Rge 24E, CUSTER County

IRRIGATION within CUSTER County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06N	25E	3	4.0	23.0	40.0	35.0	39.0	9.0	5.0	37.0									192.0
			L1	L2			L3	L4											

Right Acre Limit: 80.0

PQU Total Acres: 192.0

<u>Conditions of Approval:</u>		
1.	S34	THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2.		USE OF THIS RIGHT WITH RIGHT NO. 34-10190 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 192 ACRES IN A SINGLE IRRIGATION SEASON. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 80 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3.	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.
4.		WATER IS DELIVERED THROUGH BURNETT DITCH.
5.	C05	RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

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Proof Report

9/30/2021

Comments:

1. TAYLOR 8/19/1991 COPIED FROM REMARKS
TRANS. 3061. P/D BURNETT DITCH.
2. TAYLOR 5/5/1992 NOTICE OF ERROR FLAG
NOTICE OF ERROR FLAG CHANGED FROM "A" TO "B". CLAIM REVERIFIED.
3. CFRITSCH 10/30/1997 COPIED FROM REMARKS
3.84 CFS OF RIGHT NO. 34-10190 IS LIMITED TO USE FOR CONVEYANCE LOSSES IN
DELIVERY OF THIS RIGHT & RIGHT NO. 34-10190.
4. AJU10-DS 6/9/2000 AJU10 CONDITION UPDATE
CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.
5. dcarlson 7/21/2010 POD
PODID 500771 correlated from SpatialDataID 299822 to SpatialDataID 299822

Dates and Other Information

Decreed Date: 12/14/2001
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 34
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
		192.0
34-10190 ,34-778		

SubCase:

N/A

Water Supply Bank:

N/A

9/30/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RAFTER J CATTLE CO LLC 794 E 425 N FIRTH, ID 83236-1227 (208) 390-5052

Status: Active

6.080 CFS

Sec. 34, Twp 07N, Rge 24E, CUSTER County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06N	25E	3	4.0	23.0	40.0	35.0	39.0	9.0	5.0	37.0									192.0
			L1	L2			L3	L4											

POU Total Acres: 192.0

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-00778 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 192 ACRES IN A SINGLE IRRIGATION SEASON.
3. 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.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 34-00219, 34-00076 AND 34-00745.
WATER IS DELIVERED THROUGH BURNETT DITCH.

NOV 10 2021

8 5 4 7 9

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Proof Report

9/30/2021

Comments:

1. TAYLOR 5/5/1992 NOTICE OF ERROR FLAG
NOTICE OF ERROR FLAG CHANGED FROM "A" TO "B". CLAIM REVERIFIED.
2. CFRITSCH 10/30/1997 COPIED FROM REMARKS
3.84 CFS OF THIS RIGHT IS LIMITED TO USE FOR CONVEYANCE LOSSES IN DELIVERY
OF THIS RIGHT AND RIGHT NO. 34-00778.
3. AJU10-DS 6/9/2000 AJU10 CONDITION UPDATE
CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.
4. eretelle 8/4/2004 Water Right
This water right record was updated by decree record from old RightID 196298 to new RightID
382758
5. dcarlson 7/21/2010 POD
PODID 449377 correlated from SpatialDataID 299822 to SpatialDataID 299822

Dates and Other Information

Decreed Date: 12/14/2001
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 34
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
34-10190 ,34-778		192.0

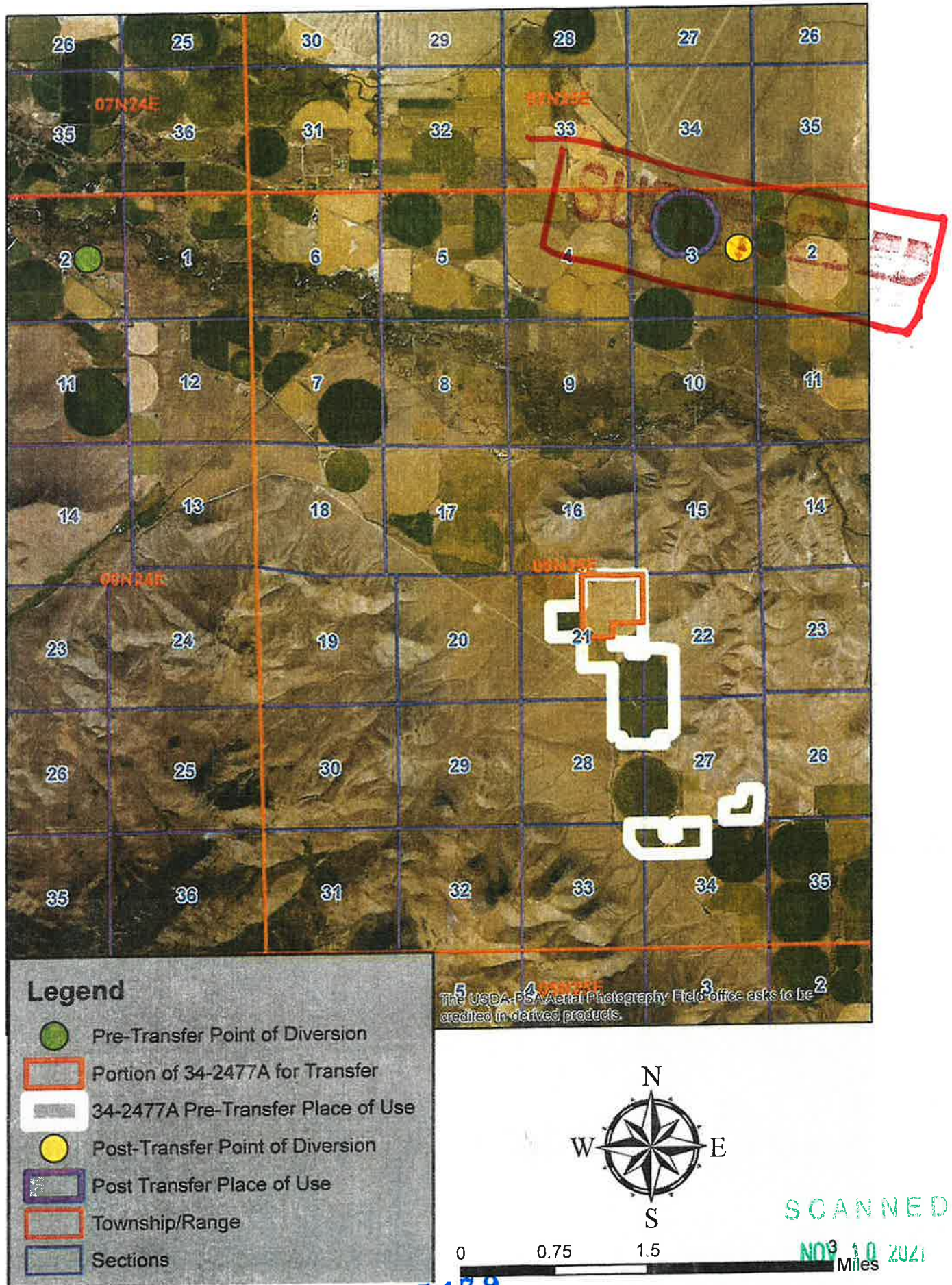
SubCase:

N/A

Water Supply Bank:

N/A

Transfer of Portion of 34-2477A



Fritz, Cooper

From: lclark@atcnet.net
Sent: Thursday, December 16, 2021 7:49 PM
To: Fritz, Cooper
Subject: water for corners

Hello Cooper

The shrink in the canal no longer gives me enough water to water the corners.

Thank you

Lewene Clark

Statement on dry acres under water rights 34-778 and 34-10190:

We've diverted our entire decreed water. Canal currently shrinks over 75% so it doesn't allow us to get sufficient water to be able to water it. The canal is in the process of being lined to help with the shrink issue.

A handwritten signature in black ink, appearing to read "Jas. J. J." or similar, with a stylized flourish at the end.

WILL AGREEMENT

THIS WILL AGREEMENT (this "Agreement") is effective as of this 15th day of January 2021, by Lewene M. Clark ("Lewene"), individually, as general partner of the Orville and Jennie Marie Smith Family Limited Partnership ("FLP"), and as personal representative of the Estate of Jennie Marie Smith ("Estate").

RECITALS

- A. WHEREAS, Jennie Marie Smith died on July 26, 2015 ("Date of Death").
- B. WHEREAS, Lewene Clark is the duly appointed co-personal representative of the Estate of Jennie Marie Smith, Idaho District Court, County of Custer, Case No. CV-2015-094.
- C. WHEREAS, *Last Will and Testament of Jennie Marie Smith*, dated June 24, 2014 ("Will"), names Lewene, Brenda Johnston ("Brenda"), Teresa Duke ("Teresa"), Leisa Bowhay ("Leisa"), Connie Hainline ("Connie") as beneficiaries.
- D. WHEREAS, a dispute arose between Brenda, Teresa and Leisa (collectively the "Disputing Heirs") and Clark as to the distribution of limited and general partnership interests the Orville and Jennie Marie Smith Family Limited Partnership ("FLP") held by the Orville Smith Family Trust (the "Family Trust").
- E. WHEREAS, Lewene and the Disputing Heirs entered into that certain Settlement Agreement dated January 12, 2021 which resolved, among other things, the distribution of the FLP interests and the Disputing Heirs interests in the Estate.
- F. WHEREAS, Jennie Marie Smith died on July 26, 2015.
- G. WHEREAS, Lewene Clark is the duly appointed co-personal representative of the Estate of Jennie Marie Smith, Idaho District Court, County of Custer, Case No. CV-2015-094.
- H. WHEREAS, the Will provides that Lewene is to receive all real property owned or controlled by Jennie Marie Smith subject to certain conditions set forth in paragraph A of Article 6 of the Will, and this Agreement contains such terms.
- I. WHEREAS, the real property to which paragraph A of Article 6 and this Agreement pertain to the real property owned by the FLP and Lewene, which is described in Exhibit A attached hereto and made a part hereof for all purposes (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the promises, warranties and mutual covenants set forth herein, the parties hereto agree as follows:

1. Definitions. The following terms have the following meanings when used in this Agreement:

"Annual Payment". The amount of Four Thousand Eight Hundred Dollars (\$4,800), payable in Cash.

"Disputing Heirs Annual Payment". The amount of Two Thousand Four Hundred Dollars (\$2,400), payable in Cash.

"Cash". United States currency represented by cash in hand, certified or cashier's check, wire transfer or other readily available funds.

"Net Proceeds". The net proceeds of a Sale, calculated by subtracting (i) the amount required to pay off debt encumbering the Real Property sold, and (ii) the reasonable and customary closing and settlement costs, from the sale price of the Real Property sold. Reasonable and customary closing and settlement costs shall include, but shall not necessarily be limited to, the seller's portion of any escrow fees, title insurance premiums, reasonable attorney fees, sales commissions, recording fees, and marketing costs actually incurred by the seller in connection with a Sale.

"Payment Period". The period beginning on the date of this agreement and ending on the earlier of (i) the date of the closing of a Sale, and (ii) the fifteenth (15th) anniversary of this Agreement.

"Remaining Children". Not including Lewene, each of the decedent's heirs and beneficiaries, Brenda, Teresa, Leisa, and Connie.

"Sale". An arm's length transaction resulting in the conveyance of all or any portion of the Real Property to a third party for fair value.

2. Annual Payments. During the Payment Period, Lewene shall pay prior to December 31 of each calendar year, the Annual Payment to Connie and the Disputing Heirs Annual Payment to each Disputing Heir.

3. Distribution of Net Proceeds upon Sale. Upon any Sale that closes on or before the twentieth (20th) anniversary of the Date of Death, the Net Proceeds shall be distributed to Lewene and the Remaining Children as follows:

(a) If the Sale occurs on or before the fifth (5th) anniversary of the Date of Death, one hundred (100%) of the Net Proceeds shall be distributed equally among Lewene and the Remaining Children.

(b) If the Sale occurs after the fifth (5th) anniversary of the Date of Death and on or before the tenth (10th) anniversary of the Date of Death, twenty-five percent (25%) of the Net Proceeds shall be distributed to Lewene and seventy-five percent (75%) of the Net Proceeds shall be distributed equally among the Remaining Children.

(c) If the Sale occurs after the tenth (10th) anniversary of the Date of Death

and on or before the fifteenth (15th) anniversary of the Date of Death, fifty percent (50%) of the Net Proceeds shall be distributed to Lewene and fifty percent (50%) of the Net Proceeds shall be distributed equally among the Remaining Children.

(d) If the Sale occurs after the fifteenth (15th) anniversary of the Date of Death and on or before the twentieth (20th) anniversary of the Date of Death, seventy-five percent (75%) of the Net Proceeds shall be distributed to Lewene and twenty-five percent (25%) of the Net Proceeds shall be distributed equally among the Remaining Children.

(e) If the Sale occurs after the twentieth (20th) anniversary of the Date of Death, one hundred percent (100%) of the Net Proceeds shall be distributed to Lewene and no Net Proceeds shall be distributed to the Remaining Children.

4. Third Party Beneficiaries. This Agreement is binding upon and inures to the benefit of the parties to this Agreement, the Remaining Children, and their respective issue. The Remaining Children are third-party beneficiaries of this Agreement. This Agreement shall be enforceable by the parties to this Agreement, the Remaining Children, and, in the event of the death of either of the parties to this Agreement or any of the Remaining Children, the deceased person's issue.

5. Attorney fees. If there is any litigation or other action taken by any party to or beneficiary of this Agreement to enforce or interpret any provisions of or rights arising under this Agreement the non-prevailing party (or parties) shall pay to the prevailing party (or parties) all costs and expenses, including but not limited to reasonable attorney fees and costs incurred in enforcing this Agreement or in pursuing any remedy allowed by law whether such is incurred by the filing of suit or otherwise.

6. Additional Acts. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement.

8. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the state of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Lewene Clark

**Orville and Jennie Marie Smith Family
Limited Partnership**

By: _____
Name: Lewene Clark, Partner
Estate of Jennie Marie Smith

By: _____
Lewene Clark,
Co-Personal Representative

EXHIBIT A
REAL PROPERTY

[LEGAL DESCRIPTIONS TO BE INSERTED]

ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP UNITS

This Assignment and Assumption of Partnership Units (this "Assignment") is made and entered into as of January 14, 2021, by and between Lewene Clark, as personal representative of the Estate of Jennie Marie Smith ("Assignor"), and Lewene Clark ("Assignee").

RECITALS

A. WHEREAS, Jennie Marie Smith owned 139 limited partnership units of the Orville and Jennie Marie Smith Family Limited Partnership ("FLP") representing 13.9% of the issued and outstanding units of the FLP.

B. WHEREAS, Jennie Marie Smith died on July 26, 2015.

C. WHEREAS, Lewene Clark is the duly appointed co-personal representative of the Estate of Jennie Marie Smith, Idaho District Court, County of Custer, Case No. CV-2015-094.

D. WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's partnership units in the FLP (the "Partnership Units") pursuant to Article 6 of the *Last Will and Testament of Jennie Marie Smith*, dated June 24, 2014.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, warranties and mutual covenants set forth herein, the parties hereto agree as follows:

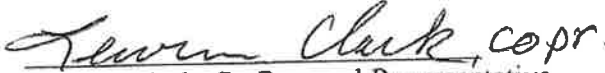
1. Assignment of Membership Interests. Assignor hereby assigns to Assignee the Partnership Units, including, but not limited to, the right, title and interest of Assignor in and to the properties (real and personal), capital, profits, losses, and cash flow of the allocable to the Partnership Units.
2. Effective Date. The assignment herein made is effective as of the date of this Assignment.
3. Representations of Assignor. Assignor warrants and represents to Assignee that (a) Assignor is the owner of the Partnership Units, (b) Assignor has not pledged, assigned, hypothecated, or otherwise encumbered all or any part of the Partnership Units, and (c) Assignor has the power and authority rightfully to assign the Partnership Units in accordance with this Assignment.
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
5. Survival of Representations. The representations, warranties, covenants and agreements of the parties contained in this Assignment shall survive the consummation of the transactions contemplated hereby.

6. Applicable Laws. This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

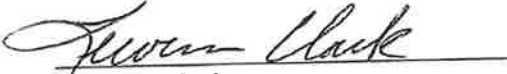
IN WITNESS WHEREOF, this Assignment is executed as of the day and year first above written.

ASSIGNOR:

Estate of Jennie Marie Smith


Lewene Clark, Co-Personal Representative

ASSIGNEE:


Lewene Clark

**CONSENT OF ORVILLE AND JENNIE MARIE SMITH FAMILY LIMITED
PARTNERSHIP**

The following acknowledge and consent to this Assignment and Assumption of Partnership Units:

**Orville and Jennie Marie Smith Family
Limited Partnership**

By: Lewene Clark, Partner
Name: Lewene Clark, Partner

ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP UNITS

This Assignment and Assumption of Partnership Unites (this "Assignment") is made and entered into as of January 15, 2021, by and among Brenda Johnston, Teresa Duke and Leisa Bowhay, and Mike Duke as trustee of the Orville Smith Family Trust (each an "Assignor" and together the "Assignors"), and Lewene Clark ("Assignee").

RECITALS

A. WHEREAS, Brenda Johnston, Teresa Duke and Leisa Bowhay each own 42 limited partnership units (4.2%) of the Orville and Jennie Marie Smith Family Limited Partnership ("FLP") representing 12.6% of the issued and outstanding units of the FLP.

B. WHEREAS, Mike Duke, as trustee of the Orville Smith Family Trust, holds all general partnership units and 643 limited partnership units of the FLP.

C. WHEREAS, the Parties entered into that certain Settlement Agreement dated January 12, 2021 wherein, among other things, Assignors agreed to assign all their interests in the in the FLP to Assignee.

D. WHEREAS, Assignors desire to assign and transfer to Assignee all of Assignors' partnership units in the FLP (the "Partnership Units") pursuant to the terms of the Settlement Agreement.

E. WHEREAS, Jennie Marie Smith owned 139 limited partnership units of the FLP at the time of her death which limited partnership units were assigned to Assignee pursuant to *Last Will and Testament of Jennie Marie Smith*, dated June 24, 2014.

F. WHEREAS, upon the assignment of the Partnership Units as provided herein, Assignors shall have no interests in the FLP and Lewene shall hold all 50 of the general partnership units and 908 of the 950 limited partnership units of the FLP.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, warranties and mutual covenants set forth herein, the parties hereto agree as follows:

1. Assignment of Membership Interests. Assignors hereby assign to Assignee the Partnership Units, including, but not limited to, the right, title and interest of each Assignor in and to the properties (real and personal), capital, profits, losses, and cash flow allocable to the Partnership Units.

2. Effective Date. The assignment herein made is effective as of the date of this Assignment.

3. Acceptance by Assignee. Assignee: (a) accepts the assignment of all of Assignors' right, title, and interest in and to the Partnership Units; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the partnership agreement. Assignee hereby

indemnifies and holds Assignors and agents harmless against any and all taxes, fees, surcharges, and other assessments, as well as losses, costs, and expenses (including reasonable attorneys' fees) arising out of any obligations of Assignee relating to the Partnership Units.

4. Representations of Assignor. Assignors warrant and represent to Assignee that (a) Assignors are the owners of the Partnership Units, (b) Assignors have not pledged, assigned, hypothecated, or otherwise encumbered all or any part of the Partnership Units, and (c) Assignors have the power and authority to rightfully assign the Partnership Units in accordance with this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

6. Survival of Representations. The representations, warranties, covenants and agreements of the parties contained in this Assignment shall survive the consummation of the transactions contemplated hereby.

7. Applicable Laws. This Assignment shall be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, this Assignment is executed as of the day and year first above written.

ASSIGNORS:

ASSIGNEE:

Brenda Johnston 1-18-2021
Brenda Johnston

Lewene Clark 2-1-2021
Lewene Clark

Teresa Duke 1-18-2021
Teresa Duke

Leisa Bowhay 1-18-2021
Leisa Bowhay

Orville Smith Family Trust

Mike Duke 1-18-21
Mike Duke, Trustee

**CONSENT OF ORVILLE AND JENNIE MARIE SMITH FAMILY LIMITED
PARTNERSHIP**

The following acknowledge and consent to this Assignment and Assumption of Partnership Units:

**Orville and Jennie Marie Smith Family
Limited Partnership**

By: Lewene Clark, partner
Name: Lewene Clark, Partner

ENHANCED GROUND-WATER RIGHTS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

Cells this color are set up for user entries



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

YEAR: 1966 TRANSFER NAME: test

SEASON: SPRING

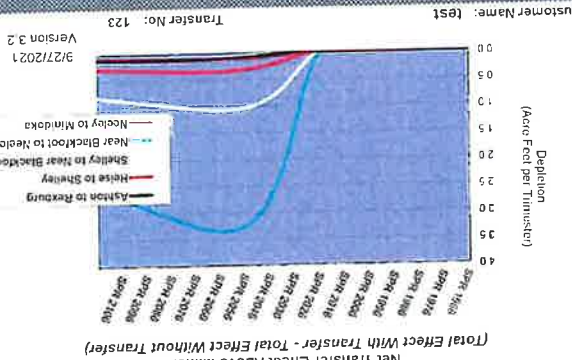
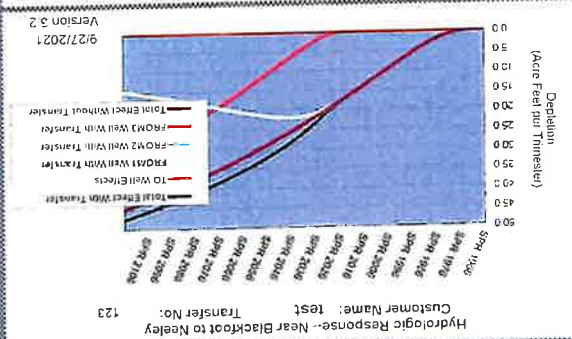
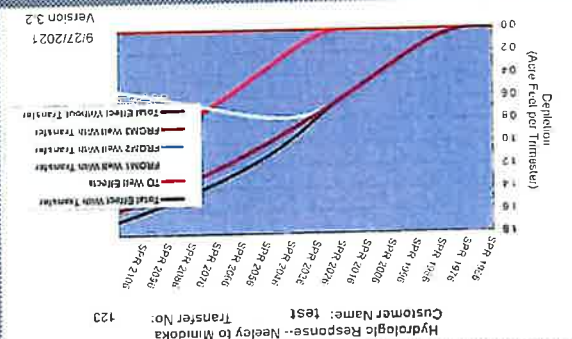
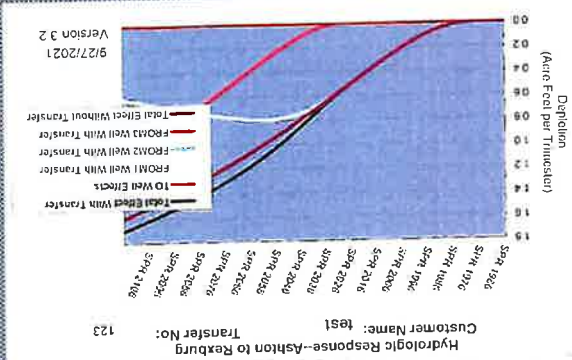
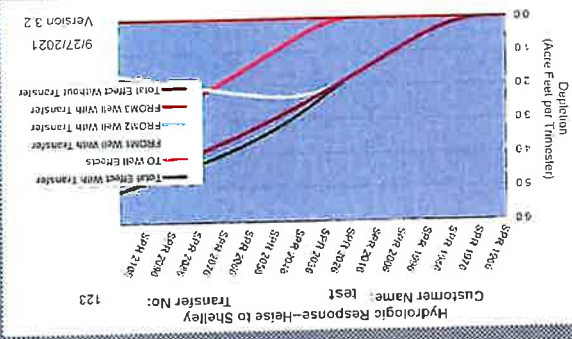
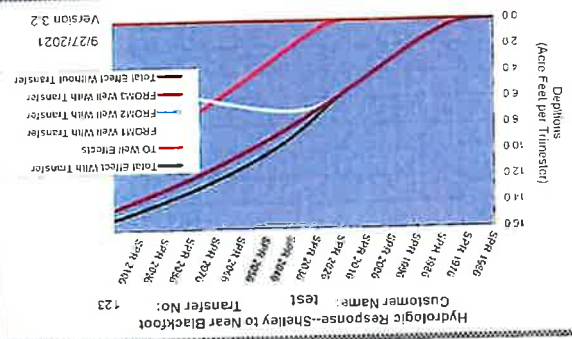
TRANSFER NO: 123

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	14	11		
COLUMN	113	108		

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 W	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1966	0	158	158	0	0	0	0
SUM 1966	0	158	158	0	0	0	0
WIN 1966	0	158	158	0	0	0	0
SPR 1967	0	158	158	0	0	0	0
SUM 1967	0	158	158	0	0	0	0
WIN 1967	0	158	158	0	0	0	0
SPR 1968	0	158	158	0	0	0	0
SUM 1968	0	158	158	0	0	0	0

SPR 2015	0	158	0	0	0
SUM 2015	0	158	0	0	0
WIN 2015	0	158	0	0	0
SPR 2016	0	158	0	0	0
SUM 2016	0	158	0	0	0
WIN 2016	0	158	0	0	0
SPR 2017	0	158	0	0	0
SUM 2017	0	158	0	0	0
WIN 2017	0	158	0	0	0
SPR 2018	0	158	0	0	0
SUM 2018	0	158	0	0	0
WIN 2018	0	158	0	0	0
SPR 2019	0	158	0	0	0
SUM 2019	0	158	0	0	0
WIN 2019	0	158	0	0	0
SPR 2020	0	158	0	0	0
SUM 2020	0	158	0	0	0
WIN 2020	0	158	0	0	0
SPR 2021	0	158	0	0	0
SUM 2021	0	158	0	0	0
WIN 2021	158	0	0	0	0
SPR 2022	158	0	0	0	0
SUM 2022	158	0	0	0	0
WIN 2022	158	0	0	0	0
SPR 2023	158	0	0	0	0
SUM 2023	158	0	0	0	0
WIN 2023	158	0	0	0	0
SPR 2024	158	0	0	0	0
SUM 2024	158	0	0	0	0
WIN 2024	158	0	0	0	0
SPR 2025	158	0	0	0	0
SUM 2025	158	0	0	0	0
WIN 2025	158	0	0	0	0
SPR 2026	158	0	0	0	0
SUM 2026	158	0	0	0	0
WIN 2026	158	0	0	0	0



One-Way Analysis of Independent Transfers

New Water Right (GModelo):

WR No.	Div. Rate (CFS)	Con. Vol. (AF)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. (AF/AFT)	Model Node
Transfer 1: Proposed Steady State Impacts following Transfer							
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP082075
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP080066
Transfer 1: Worst Case Transient State Impacts following Transfer							
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP082075
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP080066

Steady State Analysis

Mitigation Check 1 - >10% of Historical
Mitigation Check 2 - > 6 AFA/
Mitigation Check 3 - >10% of Total:
Mitigation Required?: NO
Mitigation Vol. Req'd (ac-ft): 0.1

Transient State Analysis

Mitigation Check 1 - >10% of Historical
Mitigation Check 2 - > 6 AFA/
Mitigation Required?: NO
Mitigation Vol. Req'd (ac-ft): 0.1

Read Me

Not Used

WR No.	Div. Rate (CFS)	Con. Vol. (AF)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. (AF/AFT)	Model Node
Transfer 1: Worst Case Transient State Impacts following Transfer							
0	0	0	0	1/1/1960	0	0.0 0	0
0	0	0	0	1/1/1960	0	0.0 0	0

Steady State Analysis

Mitigation Check 1 - >10% of Historical
Mitigation Check 2 - > 6 AFA/
Mitigation Check 3 - >10% of Total:
Mitigation Required?: NO
Mitigation Vol. Req'd (ac-ft): 0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical
Mitigation Check 2 - > 6 AFA/
Mitigation Required?: NO
Mitigation Vol. Req'd (ac-ft): 0.0

Not Used

WR No.	Div. Rate (CFS)	Con. Vol. (AF)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. (AF/AFT)	Model Node
Transfer: Proposed Steady State Impacts following Transfer							
35-12915	0.41	110.9	27.7	10/31/1986	0	110.9 37.0	SP053158
35-12915	0.41	110.9	27.7	10/31/1986	0	110.9 37.0	SP081159
Transfer: Worst Case Transient State Impacts following Transfer							
35-12915	0.41	110.9	27.7	10/31/1986	0	110.9 37.0	SP053158
35-12915	0.41	110.9	27.7	10/31/1986	0	110.9 37.0	SP081159

Steady State Analysis

Mitigation Check 1 - >10% of Historical
Mitigation Check 2 - > 6 AFA/
Mitigation Check 3 - >10% of Total:
Mitigation Required?: NO
Mitigation Vol. Req'd (ac-ft): 0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical
Mitigation Check 2 - > 6 AFA/
Mitigation Required?: NO
Mitigation Vol. Req'd (ac-ft): 0.0

Not Used

WR No.	Div. Rate	Con. Vol.	No. of Irr. Acres	Priority	POD	Dedicated Vol.	Model
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Impact by Reach (AF/Annum)											
Ashion to Rexburg			Heise to Shelley			Neeley to Minidoka			Dev. Wbl. to Buhl		
Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15

Impact by Reach (AF/Annum)											
Ashion to Rexburg			Heise to Shelley			Neeley to Minidoka			Dev. Wbl. to Buhl		
Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15

Impact by Reach (AF/Annum)											
Ashion to Rexburg			Heise to Shelley			Neeley to Minidoka			Dev. Wbl. to Buhl		
Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15

Impact by Reach (AF/Annum)											
Ashion to Rexburg			Heise to Shelley			Neeley to Minidoka			Dev. Wbl. to Buhl		
Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15

Impact by Reach (AF/Annum)											
Ashion to Rexburg			Heise to Shelley			Neeley to Minidoka			Dev. Wbl. to Buhl		
Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15

Impact by Reach (AF/Annum)											
Ashion to Rexburg			Heise to Shelley			Neeley to Minidoka			Dev. Wbl. to Buhl		
Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit	Reburb	Shelley	Nr Bickit
1.59	4.78	14.37	45.04	1.58	7.95	9.06	4.02	2.53	2.32	0.14	0.15
1.70	5.06	15.19	47.60	1.68	8.40	9.57	4.25	2.68	2.45	0.15	0.15