

AUG 24 2021

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

85109

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Roth InvestmentsCheck 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

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AUG 24 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Roth Investments Phone 2083240488
Mailing address 539 S 800 E JEROME, ID 83338-6847 Email _____

- ☐ 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**.

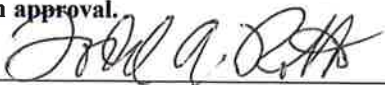
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Greg Sullivan Phone 208-736-8543
Mailing address 2016 N Washington St Suite 4 Twin Falls, Idaho 83301 Email greg.sullivan@brockwayeng.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

Member
Print Name and Title if applicable

8-18-21
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion
☐ Change nature of use
☒ Add diversion point(s)
☐ Change period of use
☒ Change place of use
☐ Other _____
- 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**.
- 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**.
This transfer proposes to create a 2,126.0 acre permissible place of use to allow better management of existing water rights. There will be a 629.0 acre irrigation place of use within the PPU. This transfer includes ground water rights and wastewater rights.

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DEPT OF WATER RESOURCES
SOUTHERN REGION

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 ☒ ☐	36-16860	2.67/718.8	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-16886	0.49/161.2	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-7931A	0.32/64	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7931C	0.78/156	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7235	5.0/1416	Irrigation	3/15 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 8.77 cfs and/or 2516 acre-feet.2. Total amount of water proposed to be transferred or changed 8.77 cubic feet per second and/or 2516 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 #

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	
08S	18E	32											16	27			27	21	91
09S	18E	4		4	36	9	28	24	40	40	40	40	40	40	39	40			420
09S	18E	5	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
09S	18E	8	40	40	40	40	40	40	40	40	40	40	40	40		40	40	40	600
09S	18E	9		40	40		40	40		40	11				40	40	40	40	371
09S	18E	17	4																4
Total Acres (for irrigation use)																			2126.0

*A total of 629.0 acres will be irrigated annually from groundwater and waste water inside the 2,126.0 acre PPU.

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DEPT OF WATER RESOURCES
SOUTHERN REGION

Exhibit A
Points of Diversion

Township	Range	Sec.	QQQ	QQ	Q	County	Water Rights	Source
09S	18E	8	SE	NE	SW	Jerome	36-7931C	Wastewater
09S	18E	8	NW	SW	SE	Jerome	36-7931A	Wastewater
09S	18E	4	NW	NW	SW	Jerome	36-16860, 36-16886, 36-7235	Groundwater
09S	18E	5	SE	SW	NW	Jerome		

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 ☒ ☐	36-16860	2.67/718.8	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-16886	0.49/161.2	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-7931A	0.52/64	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7931C	0.78/156	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7235	5.0/1416	Irrigation	3/15 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 8.77 cfs and/or 2516 acre-feet.

2. Total amount of water proposed to be transferred or changed 8.77 cubic feet per second and/or 2516 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 #
		See Exhibit A								

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	
08S	18E	32											16	27			27	21	98
09S	18E	4		4	36	9	28	24	40	40	40	40	40	40	39	40			420
09S	18E	5	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
09S	18E	8	40	40	40	40	40	40	40	40	40	40	40	40		40	40	40	600
09S	18E	9		40	40		40	40		40	11				40	40	40	40	371
09S	18E	17	4																4
Total Acres (for irrigation use)																			2126.0

*A total of 629.0 acres will be irrigated annually from groundwater and waste water inside the 2,126.0 acre PPU.

**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:

Existing points of diversions, wells, mainlines and delivery systems.

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

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: Northwest Farm Credit

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:

No change to the land currently irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

North Side Canal Water is applicable to some of the farmable acres.

- 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:

Page _____ of _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 35-7931B

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 8/4/1980
Origin: Water Right
Status: Active
Basis: Decreed

Source

WASTE WATER

Tributary

SINKS

Beneficial Use

IRRIGATION

From To

3/15 to 11/15

Total Diversion

Diversion Rate

2.25 CFS

2.25 CFS

Annual Volume

692 AF

692 AF

Location of Point(s) of Diversion

WASTE WATER

JEROME County

NW1/4SE1/4NE1/4

Sec. 17, Twp 09S, Rge 18E B.M.

WASTE WATER

JEROME County

SW1/4NE1/4SW1/4

Sec. 17, Twp 09S, Rge 18E B.M.

Place of Use

IRRIGATION Within JEROME County

T09S R18E S16	NWNW	6.00	T09S R18E S16	SWNW	38.00
T09S R18E S16	SENW	7.00	T09S R18E S16	NESW	6.00
T09S R18E S16	NWSW	36.00	T09S R18E S16	SWSW	32.00
T09S R18E S16	SESW	1.00	T09S R18E S17	NENE	13.00
T09S R18E S17	NWNE	32.00	T09S R18E S17	SWNE	40.00
T09S R18E S17	SENE	38.00	T09S R18E S17	NENW	24.00
T09S R18E S17	NWNW	31.00	T09S R18E S17	SWNW	33.00
T09S R18E S17	SENW	32.00	T09S R18E S17	NESW	31.00
T09S R18E S17	NWSW	20.00	T09S R18E S17	SWSW	2.00
T09S R18E S17	SESW	17.00	T09S R18E S17	NESE	40.00
T09S R18E S17	NWSE	40.00	T09S R18E S17	SWSE	29.00
T09S R18E S17	SESE	26.00			

Total Acres: 574

Page _____ of _____

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 173 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH OTHER RIGHTS IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 574 ACRES IN A SINGLE IRRIGATION SEASON.
4. USE OF THIS RIGHT WITH OTHER RIGHTS IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 2296 AF.
5. S17 USE OF THIS RIGHT IS COMBINED WITH WATER FROM NORTH SIDE CANAL CO. LTD.

Decreed Date: 12/13/2000

Page _____ of _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-7931C

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 8/4/1980
Origin: Water Right
Status: Active
Basis: Decreed

Source

WASTE WATER

Tributary

SINKS

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.78 CFS	156 AF
	<u>Total Diversion</u>	0.78 CFS	156 AF

Location of Point(s) of Diversion

WASTE WATER

SE1/4NE1/4SW1/4

Sec. 8, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S8	SWSW	21.00	T09S R18E S8	SESW	18.00
Total Acres: 39					

Conditions of Approval:

1. G16 THIS RIGHT REMAINS SUBJECT TO THE RIGHT OF THE ORIGINAL APPROPRIATOR, IN GOOD FAITH AND IN COMPLIANCE WITH STATE LAWS GOVERNING CHANGES IN USE AND/OR EXPANSION OF WATER RIGHTS, TO CEASE WASTING WATER, TO CHANGE THE PLACE OR MANNER OF WASTING IT, OR TO RECAPTURE IT.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Decreed Date: 12/13/2000

85109

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16860

Current Owner: ROTH INVESTMENTS LLC

Priority Date: 7/5/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	2.67 CFS	718.8 AF
	<u>Total Diversion</u>	2.67 CFS	718.8 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4SW1/4

Sec. 4, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S4	NWNE	1.70	T09S R18E S4	SWNE	32.50
T09S R18E S4	SENE	1.60	T09S R18E S4	NENW	21.20
T09S R18E S4	NWNW	12.00	T09S R18E S4	SWNW	36.20
T09S R18E S4	SENW	40.00	T09S R18E S4	NESW	27.30
T09S R18E S4	NWSW	16.80	T09S R18E S4	NESE	1.70
T09S R18E S4	NWSE	29.00			

Total Acres: 220

Page _____ of _____

Conditions of Approval:

1. 104 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
2. S17 Use of this right is combined with water from North Side Canal Co. Ltd.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
5. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No.130.
6. T07 The right holder shall accomplish the change authorized by this transfer within five years of the date of this approval.
7. 214 Prior to the diversion and use of water under Transfer approval 76617, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
8. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9. X35 Rights 36-16860, and 36-16886 when combined shall not exceed a total diversion rate of 2.67 cfs, a total annual maximum diversion volume of 880.0 af at the field headgate, and the irrigation of 220 acres.
10. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
11. Right no. 36-16886 is an enlargement of this right pursuant to section 42-1426, Idaho Code.
12. X27 This right is limited to the irrigation of 179.7 acres within the authorized place of use in a single irrigation season.
13. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

Decreed Date: 8/27/2001

Page _____ of _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16886

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 7/5/1985
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

03/15 to 11/15

0.49 CFS

161.2 AF

Total Diversion

0.49 CFS

161.2 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4SW1/4

Sec. 4, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S4	NWNE	1.70	T09S R18E S4	SWNE	32.50
T09S R18E S4	SENE	1.60	T09S R18E S4	NENW	21.20
T09S R18E S4	NWNW	12.00	T09S R18E S4	SWNW	36.20
T09S R18E S4	SENW	40.00	T09S R18E S4	NESW	27.30
T09S R18E S4	NWSW	16.80	T09S R18E S4	NESE	1.70
T09S R18E S4	NWSE	29.00			

Total Acres: 220

Conditions of Approval:

1. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
2. C11 This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to section 42-1426, Idaho Code, the earlier priority right is the superior right.
3. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
4. X27 This right is limited to the irrigation of 40.3 acres within the authorized place of use in a single irrigation season.
5. T07 The right holder shall accomplish the change authorized by this transfer within five years of the date of this approval.
6. 214 Prior to the diversion and use of water under Transfer approval 76617, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
7. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
9. X35 Rights 36-16860, and 36-16886 when combined shall not exceed a total diversion rate of 2.67 cfs, a total annual maximum diversion volume of 880.0 af at the field headgate, and the irrigation of 220 acres.
10. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
11. S17 Use of this right is combined with water from North Side Canal Co., Ltd.
12. This right is based upon an enlargement of right no. 36-16860 pursuant to section 42-1426, Idaho Code.
13. 104 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
14. This right is for an enlargement of 40.3 acres within the place of use described for this right.
15. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

Decreed Date: 8/27/2001

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-7235

Current Owner: ROTH INVESTMENTS LLC

Priority Date: 4/19/1972

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	5 CFS	1416 AF
	<u>Total Diversion</u>	5 CFS	1416 AF

Location of Point(s) of Diversion

GROUND WATER

SE1/4SW1/4NW1/4

Sec. 5, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T08S R18E S32		SWSW	21.00	T08S R18E S32		SESW	23.00
T09S R18E S5	Lot 3	NENW	40.00	T09S R18E S5	Lot 4	NWNW	35.00
T09S R18E S5		SWNW	40.00	T09S R18E S5		SENW	40.00
T09S R18E S5		NESW	40.00	T09S R18E S5		SESW	39.00
T09S R18E S5		NWSE	40.00	T09S R18E S5		SWSE	36.00

Total Acres: 354

Conditions of Approval:

1. M01 A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. S17 USE OF THIS RIGHT IS COMBINED WITH WATER FROM NORTH SIDE CANAL CO. LTD.

Decreed Date: 12/17/2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

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

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a.**
- ☒ 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. Label it **Attachment #7b.**

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

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

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

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

Transfer contains _____ **pages and** _____ **attachments.**

Received by DM Date 8-24-2021 Preliminary check by _____ Date _____

Fee paid \$1,140= Date 7-6-2021 Received by sq Receipt # 5038689*

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

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

* receipt will be adjusted as necessary.

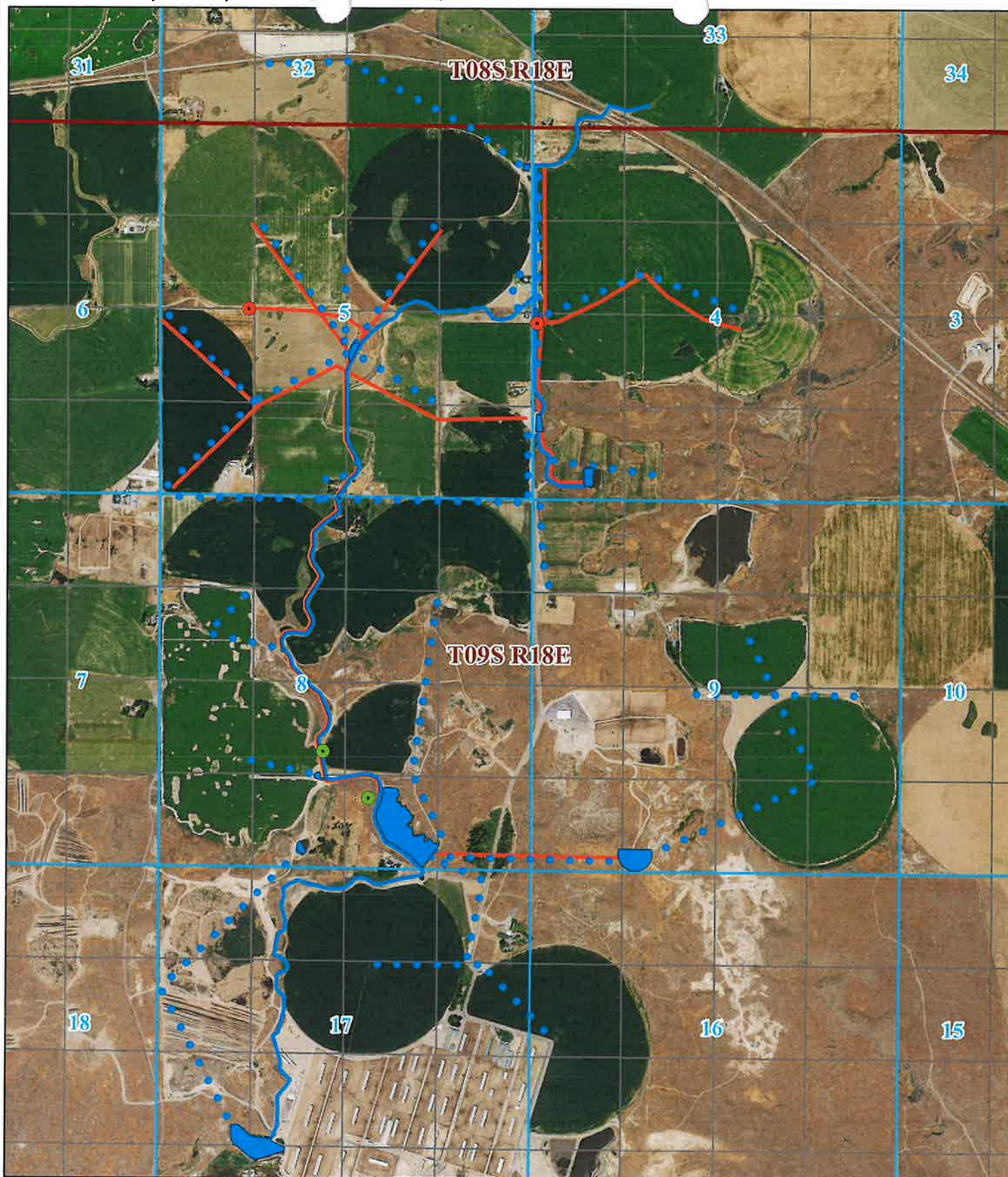
Exhibit A
Points of Diversion

Township	Range	Sec.	QQQ	QQ	Q	County	Water Rights	Source
09S	18E	8	SE	NE	SW	Jerome	36-7931B	Wastewater
09S	18E	8	NW	SW	SE	Jerome	36-7931C	Wastewater
09S	18E	4	NW	NW	SW	Jerome	36-16860, 36-16886, 36-7235	Groundwater
09S	18E	5	SE	SW	NW	Jerome		

Handwritten signature

85109

851 09



0 1,200 2,400 Feet

**ROTH INVESTMENT LLC
IRRIGATION PPU TRANSFER
2019 NAIP AERIAL PHOTOGRAPH**

85109

Legend

- WW_Irr_PODs
- GW Irr PODs
- Canal Pond
- Canal
- Canal Water
- Ground Water



19340560

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Justin G. Martin, Trustee of The Terry G. Martin Living Trust, ("Grantor"), does hereby grant, bargain, sell and convey unto Roth Investments, LLC, whose current mailing address is 539 South 800 East Jerome, Idaho 83338, ("Grantee"), the following described real property, located in Jerome County, Idaho, to wit (the "Premises"):

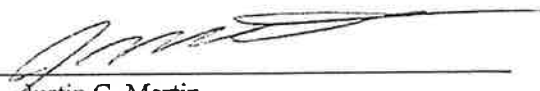
See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Special Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor covenants to Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from encumbrances created or suffered by Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

DATED effective as of the 10 day of Jan, 2020.

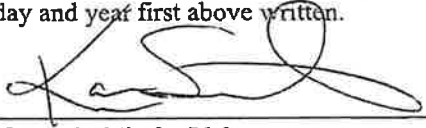
Justin G. Martin, Trustee of The Terry G. Martin Living Trust

By: 
Justin G. Martin

STATE OF IDAHO)
County of Ada) ss.

On this 10 day of Jan, 2020, before me, a Notary Public in and for said state, personally appeared Justin G. Martin, who executed the instrument on behalf of The Terry G. Martin Living Trust, and acknowledged to me that such executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Idaho
Residing at: _____
My commission expires: _____

Residing in: Nampa, ID
Commission expires: 8/16/2024



Exhibit A to Special Warranty Deed

[Legal Description to be attached]

Exhibit A

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 32: A parcel of land being that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, lying North and West of the County Road.

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 32: A parcel of land located in the SW $\frac{1}{4}$ of said Section 32 and more particularly described as follows:

Beginning at the Southwest (SW) corner of said Section 32 (which lies North 89°32'45" West a distance of 2670.29 feet from the South (S $\frac{1}{4}$) Quarter Corner);

Thence North 00°02'56" West for a distance of 343.00 feet to THE TRUE POINT OF BEGINNING;

Thence continuing North 00°02'56" West for a distance of 323.71 feet;

Thence North 82°36'56" East for a distance of 1444.10 feet;

Thence along a curve to the Right, said curve having a radius of 8743.47 feet with an arc length of 1236.68 feet and chord bearing of North 86°40'03" East, a chord length of 1235.65 feet;

Thence South 00°18'31" East for a distance of 945.32 feet;

Thence North 89°32'45" West for a distance of 2045.28 feet;

Thence North 00°02'56" West for a distance of 343.00 feet;

Thence North 89°32'45" West for a distance of 625.00 feet to THE TRUE POINT OF BEGINNING.

ALONG WITH:

A 12 foot wide ingress/egress easement, said easement being 6 foot either side of the following described center line, located in the SW $\frac{1}{4}$ of said Section 32:

Beginning at the Southwest (SW) corner of said Section 32 (which lies North 89°32'45" West a distance of 2670.28 feet from the South (S $\frac{1}{4}$) Quarter corner;

Thence North 00°02'56" West for a distance of 132.66 feet to THE TRUE POINT OF BEGINNING;

Thence North 89°19'20" East for a distance of 63.00 feet;

Thence on a curve to the left, said curve having a radius of 18.75 feet, with an arc length of 51.01 feet, with a chord bearing of North 11°24'20" East and a chord distance of 36.67 feet;

Thence North 67°41'06" West for a distance of 24.62 feet;

Thence on a curve to the right, said curve having a radius of 34.14 feet, with an arc length of 41.10 feet, with a chord bearing of North 33°11'50" West and a chord distance of 38.66 feet;

Thence North 00°24'22" East for a distance of 131.71 feet to THE POINT OF TERMINUS.

PARCEL NO. 3

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 5: Lots 3 and 4;

PARCEL NO. 4

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 5: S $\frac{1}{2}$ NW $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the West quarter corner of said Section 5;
Thence North along the West boundary of said Section 5, 660.00 feet;
Thence East parallel to the South boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 330.00 feet;
✓ Thence South parallel to the West boundary of said Section 5, 660.00 feet to the South boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence West along the South boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 330.00 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 5: That part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the West quarter corner of said Section 5;
✓ Thence North along the West boundary of said Section 5, 660.00 feet;
Thence East parallel to the South boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 330.00 feet;
Thence South parallel to the West boundary of said Section 5, 660.00 feet to the South boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence West along the South boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 330.00 feet to THE TRUE POINT OF BEGINNING.

... PARCEL NO. 6

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

✓ Section 5: E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 7

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

✓ Section 5: NW $\frac{1}{4}$ SE $\frac{1}{4}$;

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 5: A parcel of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence running North along the West line thereof, 200 feet;
Thence running Southeasterly to a point on the South boundary thereof to a point 200 feet East of the Southwest corner thereof;
Thence running West along said South boundary, 200 feet to said Southwest corner, being THE TRUE POINT OF BEGINNING.

Exhibit C to Special Warranty Deed

[Permitted Exceptions to Come]

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in Northside Canal Company:

- 1) 36-7235 & 36-14247;
- 2) 75.80 shares in Northside Canal Company.

The parties acknowledge and agree that water rights 36-7235 and 36-14247 are appurtenant to and beneficially used upon more than just the Land that is the subject of this transaction. Notwithstanding this fact Seller agrees that Buyer is purchasing the entirety of water rights 36-7235 and 36-14247 under this transaction and not just the portions of the water right that is appurtenant to the Land.

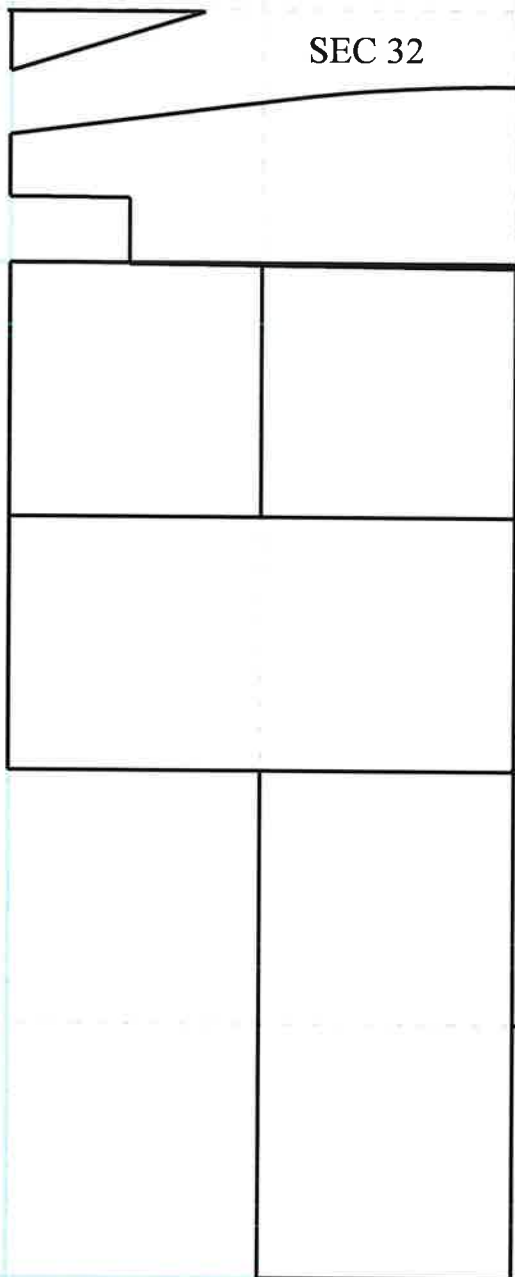
Exhibit B to Special Warranty Deed

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in Northside Canal Company:

- 1) 36-7235 & 36-14247;
- 2) 75.80 shares in Northside Canal Company.

The parties acknowledge and agree that water rights 36-7235 and 36-14247 are appurtenant to and beneficially used upon more than just the Land that is the subject of this transaction. Notwithstanding this fact Seller agrees that Buyer is purchasing the entirety of water rights 36-7235 and 36-14247 under this transaction and not just the portions of the water right that is appurtenant to the Land.



INCLUDES SW,SW
SEC 32 LYING
N AND W OF THE
COUNTY RD

SEC 5

9/23/2021

Scale: 1 inch= 1000 feet | File: MARTIN TO ROTH.ndp

+Tract 1: 46.3131 Acres, Closure: s70.2412w 0.01 ft. (1/694616), Perimeter=6963 ft.
+Tract 2: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
+Tract 3: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 4: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 5: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
+Tract 6: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 7: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 8: 0.4417 Acres (19241 Sq. Feet), Closure: s45.0000e 17.84 ft. (1/37), Perimeter=665 ft.
+Tract 9: 3.7777 Acres (164556 Sq. Feet), Closure: n64.3806e 23.70 ft. (1/102), Perimeter=2423 ft.
Net Area= 370.5325 Acres, (16140397) Sq. Feet.

Tract Data and Deed Calls: File= MARTIN TO ROTH.ndp

+Tract 01: 46.3131 Acres, Closure: s70.2412w 0.01 ft. (1/694616), Perimeter=6963 ft.
+Tract 02: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
+Tract 03: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 04: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 05: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
+Tract 06: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 07: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
+Tract 08: 0.4417 Acres (19241 Sq. Feet), Closure: s45.0000e 17.84 ft. (1/37), Perimeter=665 ft.
+Tract 09: 3.7777 Acres (164556 Sq. Feet), Closure: n64.3806e 23.70 ft. (1/102), Perimeter=2423 ft.
Net Area= 370.5325 Acres, (16140397) Sq. Feet.

1: /sw,sw,32,08s,18e
2: /n00.0256w 343
3: n00.0256w 323.71
4: n82.3656e 1444.10
5: curve right radius 8743.47 arc 1236.68 chord n86.4003e 1235.65
6: s00.1831e 945.32
7: n89.3245w 2045.28
8: n00.0256w 343
9: n89.3245w 625
10: @0 +
11: /ne,s,nw,5,09s,18e
12: s0w 1320.00
13: s90w 2640.00
14: n0e 1320.00
15: n90e 2640.00
16: @0 +
17: /ne,nw,nw,5,09s,18e
18: s0w 1320.00
19: s90w 1320.00
20: n0e 1320.00
21: n90e 1320.00
22: @0 +
23: /ne,ne,nw,5,09s,18e
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27: n90e 1320.00
28: @0 +
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33: n90e 1320.00
34: @0 +
35: /ne,sw,se,5,09s,18e
36: s0w 1320.00
37: s90w 1320.00
38: n0e 1320.00
39: n90e 1320.00
40: @0 +
41: /ne,nw,se,5,09s,18e
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43: s90w 1320.00
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45: n90e 1320.00
46: @0 +
47: /sw,sw,ne,5,09s,18e
48: n0e 200
49: s45e 265
50: s90w 200
51: @0 +

Tract Data and Deed Calls: File= MARTIN TO ROTH.ndp

52: /nw,sw,sw,32,8s,18e

53: s0w 321.1

54: n73e 1063.54

55: s90w 1038.48

OPERATING AGREEMENT AS AMENDED AND RESTATED

OF

ROTH INVESTMENTS, LLC

This Operating Agreement as amended and restated is effective the 25th day of February, 2013, is by and between THE DONNA ROTH HABERSETZER & FAMILY, LLC., THE J. MICHAEL ROTH & FAMILY, LLC., THE SUSAN ROTH FALTER & FAMILY, LLC., THE JAMES D. ROTH & FAMILY, LLC., THE JUDY ROTH MEZES & FAMILY, LLC., THE DENISE ROTH MANES & FAMILY, LLC., THE TODD ROTH & FAMILY, LLC., and THE LISA ROTH WHITMIRE & FAMILY, LLC., as Members of ROTH INVESTMENTS, LLC, an Idaho Limited Liability Company organized pursuant to the Idaho Uniformed Limited Liability Company Act, and hereinafter referred to individually as "Member" and collectively as "Members."

The Members implemented an operating agreement pursuant to the laws of the State of Idaho. Accordingly, in consideration of the mutual covenants herein, they agree and certify as follows:

ARTICLE 1

THE LIMITED LIABILITY COMPANY

1.1 Formation. Pursuant to the Idaho Code Section 30-6-201 et. seq., the Members have formed a Limited Liability Company (the "Company") subject to the provisions of the Idaho Uniform Limited Liability Company Act as currently in effect (the "Act").

1.2 Filing. In connection with the execution of this Operating Agreement, the Members have caused Articles of Organization that comply with the requirements of the Act to be properly filed with the Idaho Division of Corporations and Commercial Code, and shall execute

such further documents (including amendments to the Articles of Organization) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a Limited Liability Company in all states and counties where the Company may conduct its business.

1.3 Name. The name of the Company is ROTH INVESTMENTS, LLC.

1.4 Registered Office. Registered Agent. The location of the registered office of the Company shall be 539 SOUTH 800 EAST JEROME, IDAHO 83338, and thereafter at such other location as the Members may designate. The Company's registered agent at such address shall be EVAN T. ROTH.

1.5 Management of Business. The Manager(s) shall be entitled to manage the daily activities of the business. Furthermore, when the Manager(s) are in complete agreement they are hereby authorized to execute any and all documents necessary to borrow money or guaranty the borrowing of money, mortgage, grant a security interest in, pledge or otherwise encumber real or personal property owned by Roth Investments, LLC., in the event the co-managers do not unanimously agree to any action or decision, then upon the request of any manager the decision will be put to a binding majority vote of the members of Roth Investments, LLC. DONNA ROTH HABERSETZER, J. MICHAEL ROTH, JAMES D. ROTH and TODD A. ROTH shall be the initial co-Managers. The Manager(s) serve at the pleasure of the Members and can be replaced individually by three fourths (3/4) written vote of the Members.

1.6 Character of Business. The business of the Company shall be:

(a) Real Estate. The primary business purpose of Roth Investments, LLC., is to purchase, lease, maintain, and sell real property.

(b) To transact other business. To transact any and all other businesses for which limited liability companies may be formed under Idaho law;

(c) To act on own account or for others. To accomplish any of the foregoing purposes for its own account or as nominee, agent, or trustee for others.

1.7 Office. The Company shall have an office at 539 SOUTH 800 EAST JEROME, IDAHO 83338 and a mailing address of P.O. Box 634, JEROME, ID 83338, or at such other place as the Managers from time to time may select.

1.8 The Members. THE DONNA ROTH HABERSETZER & FAMILY, LLC., THE J. MICHAEL ROTH & FAMILY, LLC., THE SUSAN ROTH FALTER & FAMILY, LLC., JAMES D. ROTH & FAMILY, LLC., THE JUDY ROTH MEZES & FAMILY, LLC., THE DENISE ROTH MANES & FAMILY, LLC., THE TODD ROTH & FAMILY, LLC., and THE LISA ROTH WHITMIRE & FAMILY, LLC.

ARTICLE 2

CAPITAL CONTRIBUTIONS, LOANS, VALUATION AND MEMBER PERCENTAGES

2.1 The Members agree that they have contributed capital sufficient to receive the following percentages:

<u>Member</u>	<u>Member Percentages</u>
THE DONNA ROTH HABERSETZER & FAMILY, LLC.,	12.5%
THE J. MICHAEL ROTH & FAMILY, LLC.,	12.5%
THE SUSAN ROTH FALTER & FAMILY, LLC.,	12.5%
THE JAMES D. ROTH & FAMILY, LLC.,	12.5%
THE JUDY ROTH MEZES & FAMILY, LLC.,	12.5%
THE DENISE ROTH MANES & FAMILY, LLC.,	12.5%
THE TODD ROTH & FAMILY, LLC.,	12.5%
THE LISA ROTH WHITMIRE & FAMILY, LLC.	12.5%

2.2 Valuation & Additional Capital Contributions. Any additional capital contributions shall be made by the Members in the ratio corresponding to their capital ownership percentage. Additional capital contributions shall be required from time to time in the reasonable judgment of the Manager(s). The contributions by the Members shall be made within 30 days after the request by the Manager(s) to the Members of the amount due. Such request shall be in writing and shall specify the amount of such capital contribution. If any Member does not contribute his/her share of an additional capital contribution, any other Member may contribute such funds to the Company on behalf of the noncontributing Member, in which case the Member contributing such funds on behalf of the noncontributing Member shall have a lien and charge on, and shall receive from the Company, all distributions payable to the noncontributing Member until such contributing Member has been repaid in full the amount so advanced, plus interest at the Applicable Federal Interest rate per annum, calculated monthly. Repayment of any Member's advance of capital shall be secured by the noncontributing Member's interest in the Company and the noncontributing Member's interest in the Company and the noncontributing Member hereby grants a security interest in such membership interest to (and agrees to take all steps to perfect such security interest for) the Member who has advanced such additional capital.

2.3 Return of Capital Contributions. Capital contributions shall be expended in furtherance of the business of the Company. All costs and expenses of the Company shall be paid from its funds. No interest shall be paid by the Company on capital contributions. No Manager shall have any personal liability for the repayment of any capital contribution.

ARTICLE 3

ALLOCATION OF PROFIT, LOSS, AND TAXABLE ITEMS; DISTRIBUTIONS

3.1 Determination of Profit and Loss. Profit or Loss shall be determined on at least an annual basis by the Company's certified public accountant. Said profit and loss shall be determined on an income tax basis.

3.2 Remaining Profits and Losses. The profits and losses of the Company shall be divided in accordance with the respective Member's membership percentage.

3.3 Taxable Items Generally.

(a) Except as provided in Article 3.4, each item of income, gain, loss, and deduction of the Company for federal income tax purposes shall be allocated among the Members in the same manner as such item is allocated for capital account purposes under Article 3.2.

(b) To the extent of any recapture income (as defined below) resulting from the sale or other taxable disposition of a Company asset, the amount of any gain from such disposition allocated to (or recognized by) a Member (or his successor in interest) for federal income tax purposes shall be deemed to consist of recapture income to the extent such Member (or such Member's predecessor in interest) has been allocated or has claimed any deduction directly or indirectly giving rise to the treatment of such gain as recapture income. For this purpose "recapture income" shall mean any gain recognized by the Company (but computed without regard to any adjustment required by Sections 734 and 743 of the Internal Revenue Code) upon the disposition of any property or asset of the Company that does not constitute capital gain for federal income tax purposes because such gain represents the recapture of deductions previously taken with respect to such property or assets.

3.4 Allocation of Section 704(c) Items. The Members recognize that with respect to property contributed to the Company by a Member and with respect to property revalued in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), there will be a difference between the agreed values or "carrying values" of such property at the time of contribution or revaluation and the adjusted tax basis of such property at that time. All items of tax depreciation, cost recovery, amortization, amount realized, and gain or loss with respect to such assets shall be

allocated among the Members to take into account the book-tax disparities in accordance with the provisions of Sections 704(b) and 704(c) of the Internal Revenue Code and the Treasury Regulations under those Sections.

3.5 Integration with Section 754 Election. All items of income, gain, loss, deduction, and credit recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions hereof and all basis allocations to the Members shall be determined without regard to any election under Section 754 of the Internal Revenue Code that may be made by the Company; provided, however, such allocations, once made, shall be adjusted as necessary or appropriate to take into account the adjustments permitted by Sections 734 and 743 of the Internal Revenue Code.

3.6 Allocation of Tax Credits. All tax credits shall be allocated in the same manner as the allocation of Profit for the period during which the expenditures giving rise to the tax credit are incurred. If there is no Profit during such period, tax credits shall be allocated in accordance with the Members' respective Membership Percentage. .

3.7 Distributions. Annually or at more frequent intervals, the Manager(s) when in complete agreement shall distribute available funds to the Members, in proportion to the Membership percentages. "Available funds" for this purpose means the Company's Cash Flow, less the amount that, in the Manager(s) reasonable judgment, the Company should retain in order to fulfill its business purposes.

ARTICLE 4 MANAGEMENT

4.1 Members. The liability of the Members shall be limited as provided in the Act, which generally provides that no Member shall be personally liable for the debts, obligations,

or liabilities of the Company. The Manager(s) at all times shall have the exclusive right to control and manage the Company.

4.2 Powers of the Manager(s). Members shall be advised by the Manager(s) if any one transaction or a series of similar transactions results in the sale, disposition, or purchase of any real or personal property interest that is in excess of five hundred thousand dollars (\$500,000).

The Managers are authorized on the Company's behalf to make all decisions as to (a) the development, sale, lease, or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) are authorized to execute any and all documents necessary to borrow money or guaranty the borrowing of money, mortgage, grant a security interest in, pledge or otherwise encumber real or personal property owned by Roth Investments, LLC.; and (d) the employment of persons, firms, or corporations for the operation and management of the Company's business. In the exercise of his management powers, the Manager(s) is authorized to execute and deliver (i) all contracts, conveyances, assignments, leases, subleases, management contracts, and maintenance contracts covering or affecting the Company's assets; (ii) all checks, drafts, and other orders for the payment of the Company's funds; (iii) all promissory notes, and other similar documents; and (iv) all other instruments of any kind or character relating to the Company's affairs, whether like or unlike the foregoing.

4.3 Nominee. Title to the Company's assets shall be held in the Company's name; provided, however, that any nominee agreement must be in written form. The Manager(s) shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for willful misconduct.

4.4 Time Devoted to Business. The Manager(s) shall devote such time to the business of the Company as they in their discretion deem necessary for the efficient operation of the Company's business.

4.5 Information Relating to Company. Upon request, the Manager(s) shall supply to any Member information regarding the Company or its activities. Each Member or their authorized representative shall have access to and may inspect and copy all books, records and materials regarding the Company or its activities.

4.6 Exculpation. Any act or omission of a Manager(s), the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interest of the Company, shall not subject the Manager(s) to any liability to the Members.

4.7 Records at Principal Place of Business. The Company shall keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and last known business street address of each Member;

(b) a copy of the stamped articles of organization and all certificates of amendment to them, together with executed copies of any powers of attorney pursuant to which any certificate of amendment has been executed;

(c) copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the Company, if any, for the three most recent years;

(e) a copy of the Company's Operating Agreement; and

(f) unless otherwise set forth in the articles of organization, a written statement setting forth:

- (1) the amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
- (2) the times at which, or the events on the happening of which, any additional contributions agreed to be made by each Member are to be made;
- (3) any right of a Member to receive distributions which include a return of all or any of the Members' contributions; and
- (4) any event upon the happening of which the Company is to be dissolved and its affairs wound up.

4.8 Tax Matters Partner. J. MICHAEL ROTH, shall be the "Tax Matters Partner" as provided in Section 6231(a)(7) of the Internal Revenue Code.

4.9 Election of a Successor Manager. Upon the death, medical incapacity, resignation or removal of a manager, the Members voting a majority of the membership percentages may elect a new manager to serve at the pleasure of the members.

ARTICLE 5 COMPENSATION

5.1 Member Compensation. Members shall be entitled to be compensated in accordance with the provision of Paragraph 3.2 & 3.7 herein.

5.2 Reimbursement of Manager(s). The Company shall reimburse a Manager for direct out-of-pocket expenses incurred by him/her in managing the Company, direct out of pocket expenses must be approved by a majority vote of the managers.

ARTICLE 6 ACCOUNTS

6.1 Books. The Manager(s) shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on the cash method of accounting. The Company's accounting period shall be the calendar year.

6.2 Member's Accounts. The Manager(s) shall maintain separate capital accounts for each Member, computed as required by the Treasury Regulations under Section 704(b) of the Internal Revenue Code.

6.3 Transfers During Year. To avoid an interim closing of the Company's books, the share of Profits and Losses under Article 3 of a Member who transferred part or all of his interest in the Company during the calendar year shall be determined by taking his proportionate share of the amount of the Profits and Losses for the year. The Manager(s) shall make the proration based on the portion of the calendar year that has elapsed prior to the transfer. The Manager(s) shall allocate the balance of the Profits and Losses attributable to the transferred interest to the transferee of such interest.

6.4 Reports. The Manager(s) shall close the books of account promptly after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for federal income tax reporting purposes.

ARTICLE 7

TRANSFERS

7.1 Transfers. A member's membership interest shall only be transferred subject to the following provisions; with the exception provided for in Article 9 section 9.1(c)

(a) If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his or her interest in the Company in a bona fide transaction to any unrelated party, such Member (the "selling Member") shall first make a written offer to sell such interest to the other Members at a price that is the lesser of (i) the price set forth in the written offer, which price shall be the same price as that in the proposed transaction with the unrelated party, or (ii) the price determined as provided in Article 7.1(b), and on the terms and conditions set forth in Article 7.1(c). Such offer shall state the name of the proposed transferee and all the terms and conditions of the proposed transfer, including the price to the proposed transferee. The other Members shall have the right for a period of thirty (30) days after receipt of such offer to elect to purchase all of such interest. In exercising their right to purchase, the other Members may divide such interest in any manner to which they shall all agree, and not all of them must participate in the purchase. In the absence of such agreement, the other Members may divide such interest in proportion to their Membership percentage as of the time the offer is made. To exercise such right to purchase, the other Members shall give written notice to the selling Member. If the other Members do not elect to purchase all of such interest, the selling Member may transfer such interest to the proposed transferee named in the offer to the other Members. However, if the selling Member does not complete that transfer within ninety (90) days after the other Members' right to purchase has terminated, the selling Member shall make a new offer to the other Members and the provisions of this Article 7.1(a) again shall apply.

(b) The purchase price for the selling Member's interest for purposes of Article 7.1(a)(ii) shall be determined as follows:

(1) The value of the Company's cash shall be its full face value.

(2) The value of all other assets shall be determined by an independent Certified Valuation Analyst. Upon conclusion of the valuation, a 35% discount shall be applied to the total value of the selling member's assets. The selling Member is responsible for all costs associated with valuing the assets of the entity.

(3) The aggregate value of the Company's assets as determined above shall be reduced by the face amount of the aggregate amount of the Company's accounts payable and other liabilities.

(4) The purchase price of the selling Member's interest shall be the portion of the total value of the Company as determined under paragraphs (1) through (3) above that is attributable to the selling Member's interest in the Company.

(c) Within sixty (60) days of the purchasing Member(s) giving notice of their election to purchase the selling Member's membership interest or the conclusion of the entity valuation whichever occurs later, the purchasing Member(s) and selling Member shall in good faith negotiate the mutually acceptable terms and conditions of the membership interest purchase and sale. If the parties cannot agree within sixty (60) days following the purchasing Members delivery of notice or upon the conclusion of the entity valuation, a promissory note shall be executed between the selling and purchasing member and shall contain the following terms and conditions. The promissory note executed between the Members shall provide for a cash down payment of fifteen percent (15%) of the total membership interest as determined by 7.1(b), furthermore, the balance of the selling members Membership interest shall be paid over a term of one hundred and

twenty (120) equal monthly payments of principal and interest, bearing interest at the rate equal to the prime rate of interest charged by the financial institution used by the company at the time of the loan, calculated monthly, and shall be secured by the selling Member's interest in the Company.

7.2 Bankruptcy

(a) In the event of the bankruptcy, of a Member, the other Members shall have the right to purchase the interest of the Member who is bankrupt. The other Members shall have the right for a period of ninety (90) days after receiving notice of such bankruptcy to elect to purchase all of such interest. In exercising their right to purchase, the other Members may divide such interest in any manner to which they shall all agree, and not all of them must participate in the purchase. In the absence of such agreement, the other Members shall divide such interest in proportion to their Membership percentage as of the time the offer is made. To exercise such right to purchase, the other Members shall give written notice to the representatives of the Member whose interest is to be purchased.

If the other Members do not elect to purchase all of such interest, the representatives of the Member who is bankrupt may retain such interest. The purchase price for such interest shall be determined in accordance with Article 7.1(b) and may be payable by a note as provided in Article 7.1(c).

7.3 Substitution of Transferee as Member. Subject to the provisions of Article 7.1, a Member may sell, assign or otherwise dispose of all or any part of his/her interest in the Company; provided, however, that no transferee, designee or legal representative of a Member shall become a substitute Member without the unanimous consent of the non-transferring Members. In the event that such consent is not granted, the transferee has no right to participate in the management of the business and affairs of the Company and is entitled only to receive the share of Profits or other compensation by way of income and the return of contributions to which that

Member would otherwise be entitled. As conditions to admission as a substitute Member (a) any transferee, designee or legal representative of the Member shall execute and deliver such instruments, in form and substance satisfactory to the Manager(s), as the Manager(s) shall deem necessary or desirable to cause the transferee to become a substitute Member, and (b) such transferee, designee or legal representative shall pay all reasonable expenses in connection with admission as a substitute Member, including but not limited to the cost of preparation and filing of any amendment of this Operating Agreement or the articles of organization necessary or desirable in connection therewith.

7.4 Authority of Manager(s). Upon the terms set forth in this Article 7, the Manager(s) is authorized (a) to admit substitute Members; (b) to exercise the power of attorney granted in Article 9 to amend this Operating Agreement or the articles of organization to reflect such substitution; and (c) to file any such amendment in the appropriate depositories.

ARTICLE 8 DISSOLUTIONS AND TERMINATION

8.1 Events of Dissolution. The Company shall continue until December 31, 2055, unless sooner dissolved by:

- (a) the unanimous vote of the Members;
- (b) any event which makes it unlawful for the business of the Company to be carried on by the Member;
- (c) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continue membership of a Member in the Company; or

- (d) any other event causing a dissolution of the Company under the Act.

8.2 Continuance of the Company. Notwithstanding the foregoing provisions of Article 8.1, upon the occurrence of an event described in Article 8.1(c), if there are at least two remaining Members, the remaining Members have the right to continue the business of the Company. Such right can be exercised only by the unanimous consent of the remaining Members, to continue the business of the Company. If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in this Article 8.

8.3 Final Accounting. In case of the Company's dissolution, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

8.4 Liquidation. Upon the Company's dissolution and the failure of the remaining member to continue the Company as provided in Article 8.2, the Manager(s) or, if none, some person selected by a majority in number of the Members, shall act as liquidator to wind up the Company. The person acting as liquidator shall act pursuant to Section 30-6-701 through Section 30-6-708 of the Act. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company and distribute all proceeds from liquidation in accordance with Section 30-6-708 of the Act.

8.5 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, he shall distribute such assets to them in undivided interests as tenants in common in proportion to their Sharing Ratios.

8.6 Cancellation of Certificate. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall sign and otherwise cause the Company to execute articles of dissolution and take such other actions as may be necessary to terminate the Company

ARTICLE 9
DISASSOCIATION OF A MEMBER

9.1 Disassociation. An Entity shall cease to be a Member upon the happening of any of the following events:

a. The Member withdraws by voluntary act from the Company by giving thirty (30) days notice to the Managers.

b. The Member ceases to be a Member of the Company due to the assignment of all of such Member's interest in the Company and the Assignee has become a Substitute Member.

c. The Member is removed as a Member by a unanimous vote of the remaining Members. If a Member is removed as a Member by a unanimous vote of the remaining Members; the removed member shall receive the full value of their membership interest minus liabilities associated with the Members membership interest. The value of the Members membership interest shall be determined by an independent Certified Valuation Analyst. The voting Members are responsible for all costs associated with valuing the assets of the entity. The terms of payment for the disassociated Members Membership Interest shall be governed by 7.1(c).

d. Except where the Member obtains the written consent of all Members at the time, the Member (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudicated a bankruptcy or insolvent; (iv) files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) files an answer or

other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; or (vi) seeks, consents to, or acquiesces to the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties.

e. Except where the Member obtains the written consent of all Members at the time, if within One Hundred Twenty (120) days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within One Hundred Twenty (120) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties, the appointment is not vacated or stayed or if within One Hundred Twenty (120) days after the expiration of any stay, the appointment is not vacated.

f. Except where the Member obtains the written consent of all Members at the time, in the case of a Member who is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee.

g. Except where the Member obtains the written consent of all Members at the time, in the case of a Member that is a separate limited liability company, the dissolution and commencement of winding up of the separate limited liability company.

h. Except where the Member obtains the written consent of all Members at the time, in the case of a Member that is a corporation, the filing of articles of dissolution or forfeiture of its corporate powers or right to do business;

9.2 Rights of Disassociating Member. In the event any Member disassociates prior to the expiration of the Term:

a. If the disassociation causes a dissolution and winding up of the Company, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution caused by the disassociation and winding up;

b. If the disassociation does not cause a dissolution and winding up of the Company, the Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company as determined by Section 7.1(b), payments shall be governed by terms and conditions of 7.1(c). The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Operating Agreement and the value of the Member's Membership Interest as of the date of disassociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's disassociation or conduct against the Company's interests.

ARTICLE 10

AMENDMENT TO AGREEMENT

10.1 Amendments. Amendments to this Operating Agreement and to the articles of organization that are of an inconsequential nature (as determined by the Manager(s)) and do not affect the rights of the other Members in any material respect, or that are contemplated by this Operating Agreement and to the articles of organization (including without limitations those contemplated by Article 7.3), may be made by the Manager(s) through the exercise of the powers of attorney granted in Article 9. Any other amendment to this Operating Agreement and to the articles of organization may be proposed to the Members by the Manager(s). The Manager(s) shall submit to the Members any such proposed amendment and the recommendation of the Manager(s) as to its

adoption. A proposed amendment shall become effective at such time as it has been approved in writing by all Members.

ARTICLE 11

NOTICES

11.1 Method for Notices. All notices hereunder shall be sent by first class mail, postage prepaid, and addressed as set forth in Article 1.8 above (except that any Member may from time to time give notice changing his address for such purpose) and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

11.2 Computation of Time. In computing any period of time under this Operating Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 12

GENERAL PROVISIONS

12.1 Entire Agreement. This Operating Agreement (a) contains the entire agreement among the parties, (b) except as provided in Article 9, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, (c) shall be construed in accordance with, and governed

by, the laws of Idaho, and (d) shall be binding upon and shall inure to the representatives, successors and assigns, except as otherwise set forth in this Operating Agreement.

This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement on the respective dates set forth above, to be effective for all purposes as of the date first written above.

MEMBERS:

DONNA ROTH HABERSETZER

CLASS A MEMBER OF THE DONNA ROTH HABERSETZER & FAMILY, LLC.



JOHN MICHAEL ROTH

CLASS A MEMBER OF THE J. MICHAEL ROTH & FAMILY, LLC.

SUSAN ROTH FALTER

CLASS A MEMBER OF THE SUSAN ROTH FALTER & FAMILY, LLC.



JAMES D. ROTH

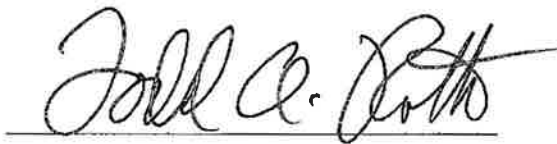
CLASS A MEMBER OF THE JAMES D. ROTH & FAMILY, LLC.,


JUDY ROTH MEZES

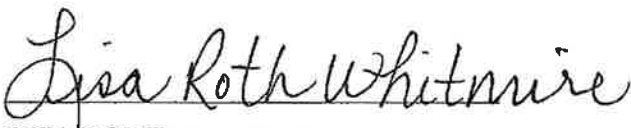
CLASS A MEMBER OF THE JUDY ROTH MEZES & FAMILY, LLC.

DENISE ROTH MANES

CLASS A MEMBER OF THE DENISE ROTH MANES & FAMILY, LLC.


TODD A. ROTH

CLASS A MEMBER OF THE TODD ROTH & FAMILY, LLC.


LISA ROTH WHITMIRE

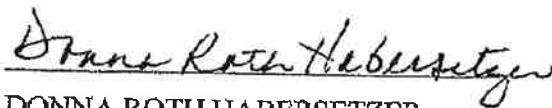
CLASS A MEMBER OF THE LISA ROTH WHITMIRE & FAMILY, LLC

by, the laws of Idaho, and (d) shall be binding upon and shall inure to the representatives, successors and assigns, except as otherwise set forth in this Operating Agreement.

This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement on the respective dates set forth above, to be effective for all purposes as of the date first written above.

MEMBERS:



DONNA ROTH HABERSETZER

CLASS A MEMBER OF THE DONNA ROTH HABERSETZER & FAMILY, LLC.

JOHN MICHAEL ROTH

CLASS A MEMBER OF THE J. MICHAEL ROTH & FAMILY, LLC.

SUSAN ROTH FALTER

CLASS A MEMBER OF THE SUSAN ROTH FALTER & FAMILY, LLC.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement on the respective dates set forth above, to be effective for all purposes as of the date first written above.

MEMBERS:

DONNA ROTH HABERSETZER

CLASS A MEMBER OF THE DONNA ROTH HABERSETZER & FAMILY, LLC.

JOHN MICHAEL ROTH

CLASS A MEMBER OF THE J. MICHAEL ROTH & FAMILY, LLC.

A handwritten signature in cursive script, reading "Susan Roth Falter", written over a horizontal line.

SUSAN ROTH FALTER

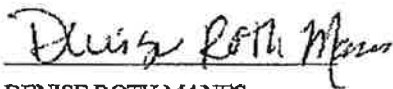
CLASS A MEMBER OF THE SUSAN ROTH FALTER & FAMILY, LLC.

JAMES D. ROTH

CLASS A MEMBER OF THE JAMES D. ROTH & FAMILY, LLC.,

JUDY ROTH MEZES

CLASS A MEMBER OF THE JUDY ROTH MEZES & FAMILY, LLC.

A handwritten signature in cursive script that reads "Denise Roth Manes".

DENISE ROTH MANES

CLASS A MEMBER OF THE DENISE ROTH MANES & FAMILY, LLC.

TODD A. ROTH

CLASS A MEMBER OF THE TODD ROTH & FAMILY, LLC.

LISA ROTH WHITMIRE

CLASS A MEMBER OF THE LISA ROTH WHITMIRE & FAMILY, LLC



406 Park View Loop
Twin Falls, ID 83301-3393
Voice: 208.732.1000 Toll-Free: 800.733.9412 Fax: 208.732.1005

July 1, 2021

RECEIVED

AUG 24 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources

Twin Falls, ID 83301

To Whom it May Concern:

Northwest Farm Credit Services, FLCA is the current lien holder of the real estate and the following appurtenant water rights:

36-16860
36-16886
36-2539A
36-7931B
36-7931A
36-7931C
36-7235

Roth Investments, LLC has applied for a transfer of use for said water rights. Northwest Farm Credit Services, FLCA as Lien Holder gives consent to the transfer.

If you have any questions, you can reach me at 208-340-0208.

Sincerely,

A handwritten signature in blue ink that reads "Becky Harshbarger". The signature is fluid and cursive, with a long horizontal line extending from the end.

Becky Harshbarger
Relationship Manager/AVP



0003959951

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003959951

Date Filed: 8/5/2020 9:24:54 AM

Entity Name and Mailing Address:														
Entity Name:	ROTH INVESTMENTS, L.L.C.													
The file number of this entity on the records of the Idaho Secretary of State is:	0000044344													
Address	539 S 800 E JEROME, ID 83338-6847													
Entity Details:														
Entity Status	Active-Existing													
This entity is organized under the laws of:	IDAHO													
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W9832													
The registered agent on record is:														
Registered Agent	DONNA ROTH HABERSETZER Registered Agent Physical Address 840 SIMONS WAY JEROME, ID 83338 Mailing Address													
Limited Liability Company Managers and Members														
<table border="1"><thead><tr><th>Name</th><th>Title</th><th>Business Address</th></tr></thead><tbody><tr><td>+ Donna Roth Habersetzer</td><td>Manager</td><td>840 SIMONS WAY JEROME, ID 83338</td></tr><tr><td>+ John Michael Roth</td><td>Manager</td><td>539 S 800 E JEROME, ID 83338</td></tr><tr><td>+ Jim Roth</td><td>Manager</td><td>3869 N 3400 E KIMBERLY, ID 83341</td></tr></tbody></table>			Name	Title	Business Address	+ Donna Roth Habersetzer	Manager	840 SIMONS WAY JEROME, ID 83338	+ John Michael Roth	Manager	539 S 800 E JEROME, ID 83338	+ Jim Roth	Manager	3869 N 3400 E KIMBERLY, ID 83341
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+ John Michael Roth	Manager	539 S 800 E JEROME, ID 83338												
+ Jim Roth	Manager	3869 N 3400 E KIMBERLY, ID 83341												
The annual report must be signed by an authorized signer of the entity.														
<u>Heather Hilarides</u>		<u>08/05/2020</u>												
Sign Here		Date												
Job Title: Office Manager														

B0529-0741 08/05/2020 9:24 AM Received by ID Secretary of State Lawrence Denney

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 85109
RECEIVED

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

JUL 06 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

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

Name of Applicant(s) Roth Investments

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

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

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

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

RECEIVED

JUL 06 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Roth Investments Phone 2083240488
Mailing address 539 S 800 E JEROME, ID 83338-6847 Email _____

- ☐ 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 Greg Sullivan Phone 208-736-8543
Mailing address 2016 N Washington St Suite 1 Twin Falls, Idaho 83301 Email greg.sullivan@brockwayeng.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.

Jim Roth
Signature of Applicant or Authorized Representative

Jim Roth
Print Name and Title if applicable

7-2-2021
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to [Idaho Code § 42-221.0.8?](#)
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.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.3**.
This transfer proposes to create a 2,711.0 acre permissible place of use to allow better management of existing water rights. There will be a 963.0 acre irrigation place of use within the PPU. This transfer includes ground water rights and wastewater rights.

**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 ☒ ☐	36-16860	2.67/718.8	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-16886	0.49/161.2	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-2539A	3.19/421	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-7931B	2.25/692	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7931A	0.32/64	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7931C	0.78/156	Irrigation	3/15 to 11/15	Waste Water
☒ ☐	36-7235	5.0/1416	Irrigation	3/15 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.21 cfs and/or 3513 acre-feet.

2. Total amount of water proposed to be transferred or changed 14.21 cubic feet per second and/or 3513 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 #

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	
08S	18E	32											23	27			27	21	98
09S	18E	4		4	36	9	28	24	40	40	40	40	40	40	39	40			420
09S	18E	5	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
09S	18E	8	40	40	40	40	40	40	40	40	40	40	40	40		40	40	40	600
09S	18E	9		40	40		40	40		40	11				40	40	40	40	371
09S	18E	16					40	40	38	40	40	28							236
09S	18E	17	40	40	38	21	40	40	40	40	7	40							346
Total Acres (for irrigation use)																			2711*

*A total of 963 acres will be irrigated annually from groundwater and waste water inside the 2,711.0 acre PPU.

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:

Existing points of diversions, wells, mainlines and delivery systems.

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

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: Northwest Farm Credit

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:

No change to the land currently irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

North Side Canal Water is applicable to some of the farmable acres.

- 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:

A. DESCRIPTION OF RIGHT(S) AS RECORDED

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- Right Number:

2. Lands irrigated or place of use: (If irrigation, identify with number of irrigated portion of 1/4 tract.)

Page 5

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-7931A

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 8/4/1980
Origin: Water Right
Status: Active
Basis: Decreed

Source

WASTE WATER

Tributary

<u>Beneficial Use</u>	<u>From To</u>
IRRIGATION	3/15 to 11/15
	<u>Total Diversion</u>

<u>Diversion</u>	<u>Annual Volume</u>
32 CFS	64 AF
0.32 CFS	64 AF

Location of Point(s) of Diversion

WASTE WATER
JEROME County

NW1/4SW1/4 Sec. 8, Twp 09S, Rge 18E B.M.

Place of Use

IRRIGATION Within JEROME County

T09S R18E S8	SWSE	7.00	T09S R18E S8	SESE	9.00
Total Acres: 16					

Conditions of Approval:

1. G16 THIS RIGHT REMAINS SUBJECT TO THE RIGHT OF THE ORIGINAL APPROPRIATOR, IN GOOD FAITH AND IN COMPLIANCE WITH STATE LAWS GOVERNING CHANGES IN USE AND/OR EXPANSION OF WATER RIGHTS, TO CEASE WASTING WATER, TO CHANGE THE PLACE OR MANNER OF WASTING IT, OR TO RECAPTURE IT.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Decreed Date: 12/13/2000

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-7931B

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 8/4/1980
Origin: Water Right
Status: Active
Basis: Decreed

Source

WASTE WATER

Beneficial Use

IRRIGATION From To 3/15 to 11/15
Total Diversion

2.25 CFS
2.25 CFS

Annual Volume

692 AF
692 AF

Location of Point(s) of Diversion

WASTE WATER
JEROME County
WASTE WATER
JEROME County

NW1/4SE1/4NE1/4 Sec 17 Twp 09S, Rge 18E B.M.
SW1/4NE1/4SW1/4 Sec 17, Twp 09S, Rge 18E B.M.

Place of Use

IRRIGATION Within JEROME County

T09S R18E S16	NWNW	6.00	T09S R18E S16	SWNW	38.00
T09S R18E S16	SENW	7.00	T09S R18E S16	SESW	6.00
T09S R18E S16	NWSW	36.00	T09S R18E S16	SESW	32.00
T09S R18E S16	SESW	1.00	T09S R18E S17	SENE	13.00
T09S R18E S17	NWNE	32.00	T09S R18E S17	SWNE	13.00
T09S R18E S17	SENE	38.00	T09S R18E S17	NENW	24.00
T09S R18E S17	NWNW	31.00	T09S R18E S17	SWNW	33.00
T09S R18E S17	SENW	32.00	T09S R18E S17	NESW	31.00
T09S R18E S17	NWSW	20.00	T09S R18E S17	SWSW	2.00
T09S R18E S17	SESW	17.00	T09S R18E S17	NESE	40.00
T09S R18E S17	NWSE	40.00	T09S R18E S17	SWSE	29.00
T09S R18E S17	SESE	26.00			

Total Acres: 574

Page _____ of _____

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 173 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH OTHER RIGHTS IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 574 ACRES IN A SINGLE IRRIGATION SEASON.
4. USE OF THIS RIGHT WITH OTHER RIGHTS IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 2296 AF.
5. S17 USE OF THIS RIGHT IS COMBINED WITH WATER FROM NORTH SIDE CANAL CO. LTD.

Decreed Date: 12/13/2000

574

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 36-7931C

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 8/4/1980
Origin: Water Right
Status: Active
Basis: Decreed

Source

WASTE WATER

Tributary

SINKS

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

3/15 to 11/15

0.78 CFS

156 AF

Total Diversion

0.78 CFS

156 AF

Location of Point(s) of Diversion

WASTE WATER

SE1/4NE1/4SW1/4

8, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S8

SWSW

21.00

T09S R18E S8

SWSW

18.00

Total Acres: 39

Conditions of Approval:

1. G16 THIS RIGHT REMAINS SUBJECT TO THE RIGHT OF THE ORIGINAL APPROPRIATOR, IN GOOD FAITH AND IN COMPLIANCE WITH STATE LAWS GOVERNING CHANGES IN USE AND/OR EXPANSION OF WATER RIGHTS, TO CEASE WASTING WATER, TO CHANGE THE PLACE OR MANNER OF WASTING IT, OR TO RECAPTURE IT.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Decreed Date: 12/13/2000

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16860

Current Owner: ROTH INVESTMENTS LLC

Priority Date: 7/5/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Beneficial Use

IRRIGATION

From To

03/15 to 11/15

Diversion Rate

2.67 CFS

Annual Volume

718.8 AF

Total Diversion

2.67 CFS

718.8 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4SW1/4

Sec. 4, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S4	NWNE	1.70	T09S R18E S4	SWNE	32.50
T09S R18E S4	SENE	1.60	T09S R18E S4	NENW	21.20
T09S R18E S4	NWNW	12.00	T09S R18E S4	SWNW	36.20
T09S R18E S4	SENW	40.00	T09S R18E S4	NESW	27.30
T09S R18E S4	NWSW	16.80	T09S R18E S4	NESE	1.70
T09S R18E S4	NWSE	29.00			

Total Acres: 220

Conditions of Approval:

1. 104 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
2. S17 Use of this right is combined with water from North Side Canal Co. Ltd.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time not later than the entry of the final unified decree.
4. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 af/a per acre at the field headgate for irrigation of the place of use.
5. R05 Use of water under this right will be regulated by a watermaster who has responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No.130.
6. T07 The right holder shall accomplish the change authorized by this transfer within five years of the date of this approval.
7. 214 Prior to the diversion and use of water under Transfer approval 76507, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
8. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9. X35 Rights 36-16860, and 36-16886 when combined shall not exceed a total diversion rate of 2.67 cfs, a total annual maximum diversion volume of 880.0 af at the field headgate, and the irrigation of 220 acres.
10. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
11. Right no. 36-16886 is an enlargement of this right pursuant to section 42-1426, Idaho Code.
12. X27 This right is limited to the irrigation of 179.7 acres within the authorized place of use in a single irrigation season.
13. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

Decreed Date: 8/27/2001

Page _____ of _____

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 36-16886

Current Owner: ROTH INVESTMENTS LLC

Priority Date: 7/5/1985

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

03/15 to 11/15

0.49 CFS

161.2 AF

Total Diversion

0.49 CFS

161.2 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4SW1/4

T09S, R18E, S4, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S4	NWNE	1.70	T09S R18E S4	SWNE	32.00
T09S R18E S4	SENE	1.60	T09S R18E S4	NENW	24.20
T09S R18E S4	NWNW	12.00	T09S R18E S4	SWNW	36.20
T09S R18E S4	SENE	40.00	T09S R18E S4	NESW	27.30
T09S R18E S4	NWSW	16.80	T09S R18E S4	NESE	1.70
T09S R18E S4	NWSE	29.00			

Total Acres: 220

Conditions of Approval:

1. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
2. C11 This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to section 42-1426, Idaho Code, the earlier priority right is the superior right.
3. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
4. X27 This right is limited to the irrigation of 40.3 acres within the authorized place of use in a single irrigation season.
5. T07 The right holder shall accomplish the changes authorized by this transfer within five years of the date of this approval.
6. 214 Prior to the diversion and use of water under Transfer approval 76617, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
7. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
9. X35 Rights 36-16860, and 36-16886 when combined shall not exceed a total diversion rate of 2.67 cfs, a total annual maximum diversion volume of 880.0 af at the field headgate, and the irrigation of 220 acres.
10. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
11. S17 Use of this right is combined with water from North Side Canal Co., Ltd.
12. This right is based upon an enlargement of right no. 36-16860 pursuant to section 42-1426, Idaho Code.
13. 104 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
14. This right is for an enlargement of 40.3 acres within the place of use described for this right.
15. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.

Decreed Date: 8/27/2001

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-2539A

Current Owner: ROTH INVESTMENTS LLC

Priority Date: 4/26/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

3/15 to 11/15

3.19 CFS

421 AF

Total Diversion

3.19 CFS

421 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4SE1/4NE1/4

7, Twp 09S, Rge 18E B.M.

JEROME County

Place of Use

IRRIGATION Within JEROME County

T09S R18E S16	NWNW	6.00	T09S R18E S16	SWNW	38.00
T09S R18E S16	SENE	7.00	T09S R18E S16	NESW	6.00
T09S R18E S16	NWSW	31.00	T09S R18E S16	SWSW	32.00
T09S R18E S16	SESW	1.00	T09S R18E S17	NENE	1.00
T09S R18E S17	NWNE	32.00	T09S R18E S17	SWNE	40.00
T09S R18E S17	SENE	31.00	T09S R18E S17	NENW	1.00
T09S R18E S17	NWNW	31.00	T09S R18E S17	SWNW	33.00
T09S R18E S17	SENE	32.00	T09S R18E S17	NESW	31.00
T09S R18E S17	NWSW	20.00	T09S R18E S17	SWSW	2.00
T09S R18E S17	SESW	17.00	T09S R18E S17	NWSE	28.00
T09S R18E S17	SWSE	20.00			

Total Acres: 475

Page _____ of _____

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 36-07931B IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 997 AF.
2. S17 USE OF THIS RIGHT IS COMBINED WITH WATER FROM NORTH SIDE CANAL CO. LTD.
3. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 161 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 36-07931B IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 475 ACRES IN A SINGLE IRRIGATION SEASON.

Decreed Date: 3/19/2001

Approved

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16861

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 3/12/1954
Origin: Water Right
Status: Active
Basis: Decreed

Source

GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	2.07 CFS	580 AF
	<u>Total Diversion</u>	2.07 CFS	580 AF

Location of Point(s) of Diversion

GROUND WATER
JEROME County
NW1/4SE1/4 Sec. 9, T9S R18E S9 Rge 18E B.M.

Place of Use

IRRIGATION Within JEROME County

T09S R18E S9	SWNE	25.90	T09S R18E S9	SENE	9.00
T09S R18E S9	NESW	0.20	T09S R18E S9	NESE	30.50
T09S R18E S9	NWSE	25.00	T09S R18E S9	SWSE	23.80
T09S R18E S9	SESE	29.70			

Total Acres: 145

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. The use of water for irrigation under this right may begin as early as march 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Decreed Date: 1/10/2002

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 22**

Current Water Right No.: 36-7235

Current Owner: ROTH INVESTMENTS LLC
Priority Date: 4/19/1972
Origin: Water Right
Status: Active
Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION

From To

3/15 to 11/15

Total Diversion

Diversion Rate

5 CFS

5 CFS

Annual Volume

141,000 AF

Location of Point(s) of Diversion

GROUND WATER

JEROME County

SE1/4SW1/4NW1/4

Sec. 5, Twp 09S, Rge 18E B.M.

Place of Use

IRRIGATION Within JEROME County

T08S R18E S32		SWSW	21.00	T08S R18E S32		SESW	23.00
T09S R18E S5	Lot 3	NENW	40.00	T09S R18E S5	Lot 4	NWNW	35.00
T09S R18E S5		SWNW	40.00	T09S R18E S5		SESW	39.00
T09S R18E S5		NESW	40.00	T09S R18E S5		SWSE	36.00
T09S R18E S5		NWSE	40.00				

Total Acres: 354

Conditions of Approval:

1. M01 A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. S17 USE OF THIS RIGHT IS COMBINED WITH WATER FROM NORTH SIDE CANAL CO. LTD.

Decreed Date: 12/17/2001

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

- If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. In the upper right corner, there is a small, dark, irregular mark that appears to be a smudge or the tip of a pen. The rest of the page is completely empty.

Transfer contains _____ pages and _____ attachments.

Received by SG Date 7/6/21 Preliminary check by _____ Date _____

Fee paid \$ 1,620.⁰⁰ Date 7/6/21 Received by SG Receipt # 5038689

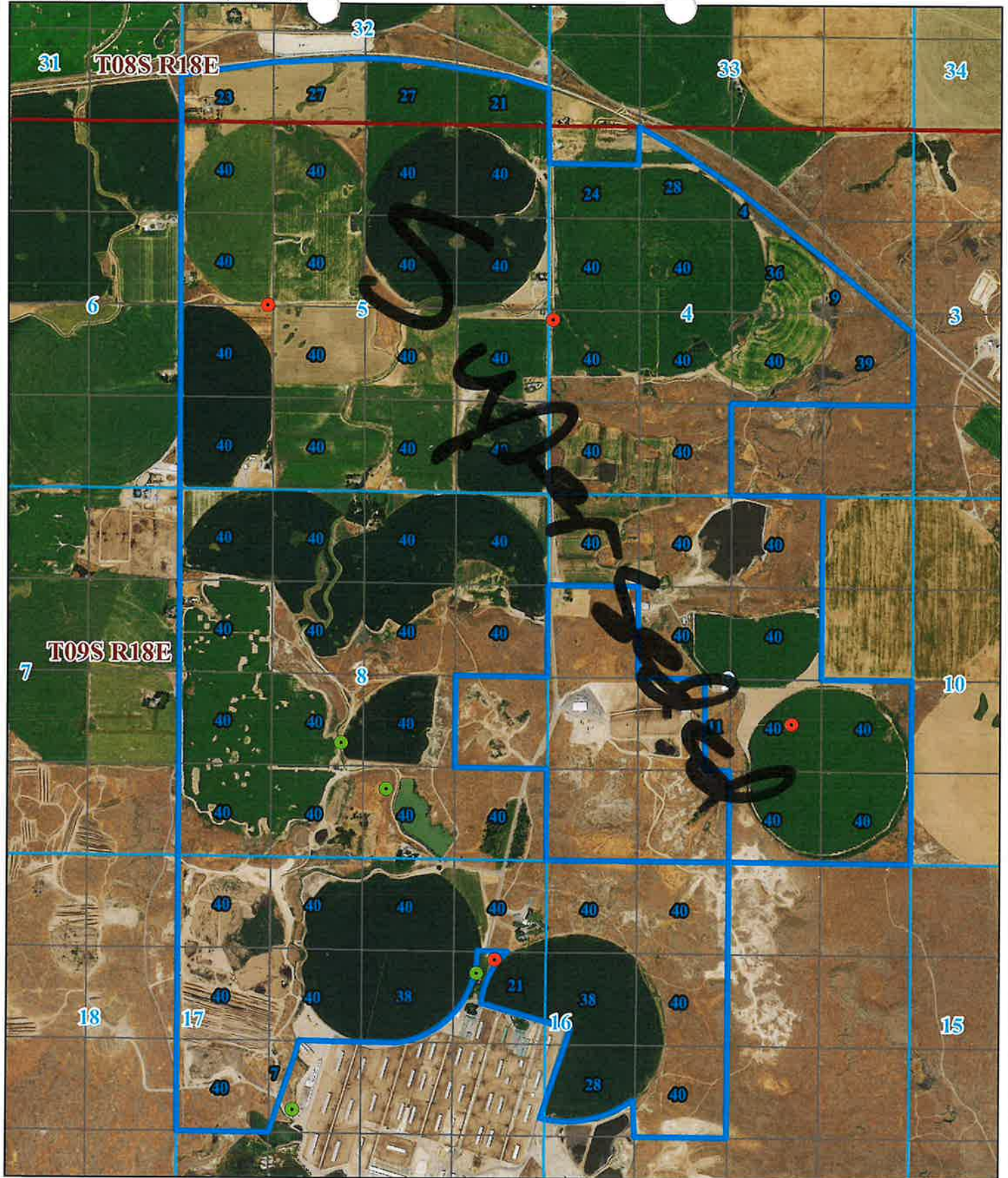
Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

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

Exhibit A
Points of Diversion

	Township	Range	Sec.	QQQ	QQ	Q	County	Water Rights	Source
1	09S	18E	8	SE	NE	W	Jerome	36-7931A, 36-7931B 36-7931C	Wastewater
2	09S	18E	8	NW	SW	SE	Jerome		
3	09S	18E	17	NW	SE	NE	Jerome		
4	09S	18E	17	SW	NE	SW	Jerome		
5	09S	18E	4	NW	NW	SW	Jerome	36-16860, 36-16886, 36-2539A, 36-16861, 36-7235	Groundwater
6	09S	18E	5	SE	SW	NW	Jerome		
7	09S	18E	9		SW	NE	Jerome		
8	09S	18E	17	NW	SE	NE	Jerome		
9									
10									

Not a valid point of diversion



0 0.25 0.5 Miles

**ROTH INVESTMENT LLC
IRRIGATION PPU
2019 NAIP AERIAL PHOTOGRAPH**

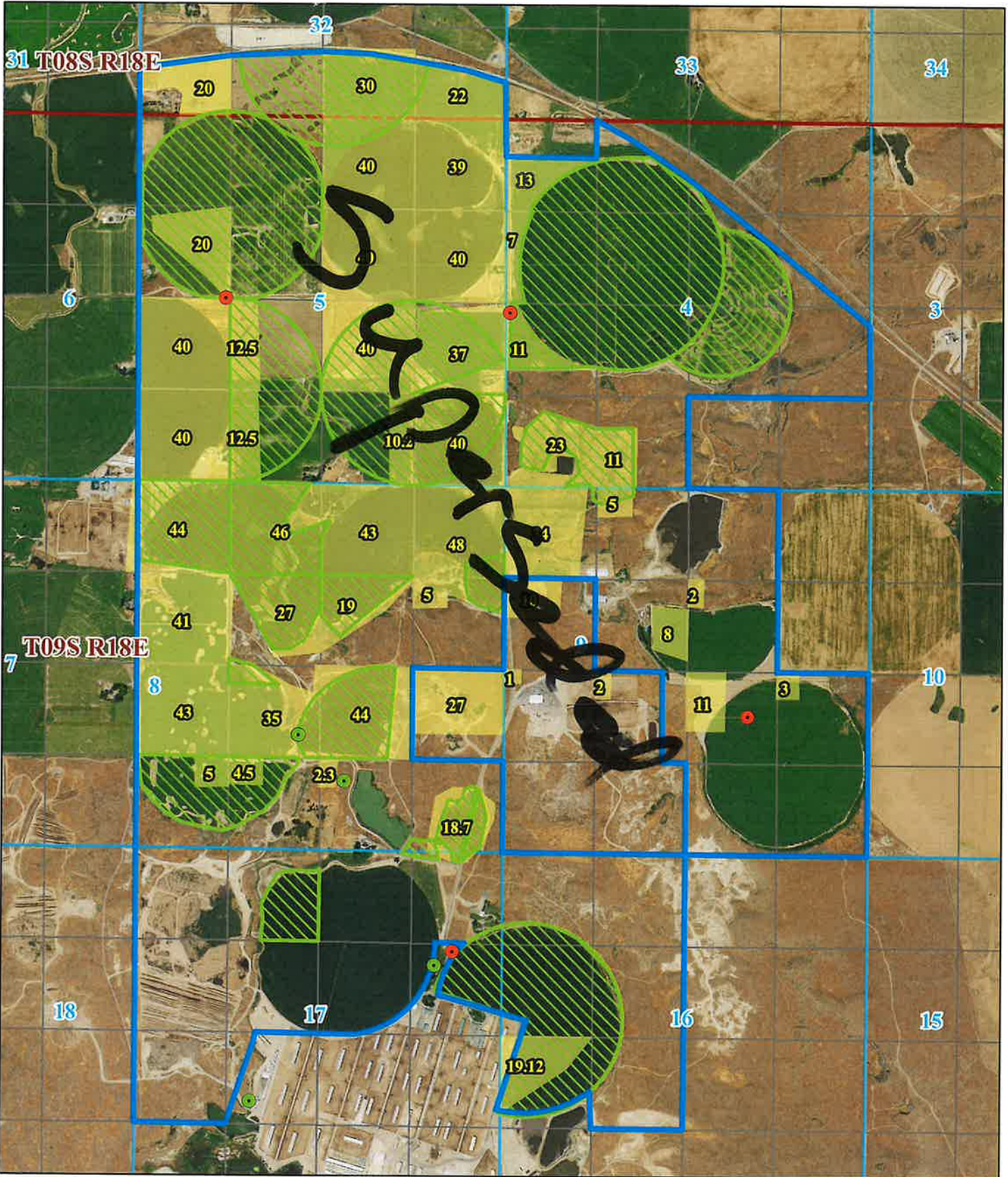
BROCKWAY ENGINEERING PLLC
GWS - Date: 12/8/2020

Legend

- WW_Irr_PODs
- GW Irr PODs
- Irrigation PPU



BEFORE TRANSFER



0 0.25 0.5 Miles

ROTH INVESTMENT LLC
963.0 ACRE POU
2,711.0 ACRE PPU
2019 NAIP AERIAL PHOTOGRAPH

Legend

- WW_Irr_PODs
- GW Irr PODs
- Irrigation PPU
- Si-Ellen Irr POU
- NSCC SHARES





Customer Ad Proof

60003161 IDAHO DEPT OF WATER RESOURCES

Order Nbr 119785

Publication	Times News		
Contact	IDAHO DEPT OF WATER RESOURCES	PO Number	
Address 1	2735 AIRPORT WAY	Rate	Legal Notice
Address 2		Order Price	285.45
City St Zip	BOISE ID 83705	Amount Paid	0.00
Phone	2083342190	Amount Due	285.45
Fax			
Section	Legals	Start/End Dates	10/07/2021 - 10/14/2021
SubSection		Insertions	2
Category	50 Legal	Size	190
Ad Key	119785-1	Salesperson(s)	Legal Notices
Keywords	47-17747	Taken By	Sherri Davis
Notes			

Ad Proof	The following application(s) have been filed to appropriate the public waters of the State of Idaho: 47-17747 HOT DIGGITY 5 LLC 1296 RIVER RD BUHL, ID 83316-5100 Point of Diversion SENE S10 T09S R14E TWIN FALLS County Source MUD CREEK Tributary SNAKE RIVER Use: POWER 01/01 to 12/31 106 CFS Total Diversion: 106 CFS Date Filed: 07-13-2021 Place Of Use: POWER T09S R14E S10 SENE Application for permit proposes diversion of up to 106.0 cfs from Mud Creek for year-round Power use. The point of diversion and place of use are located approximately 4.2 miles north and 1.7 miles west of the intersection of Main Street and Broadway Avenue in Buhl. This application proposes to appropriate trust water and will be evaluated in compliance with Section 42-203C, Idaho Code, and IDWR's Water Appropriation Rules, IDAPA 37.03.08. NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 85109 ROTH INVESTMENTS LLC, 539 S 800 E, JEROME, ID 83338-6847 has filed Application No. 85109 for changes to the following water rights within JEROME County(s): Right No(s). 36-16860, 36-16886, 36-7235, 36-7931A, 36-7931C. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes creating a 2126.0 acre permissible place of use (PPU) for three irrigation ground water rights (36-7235, 36-16860 and 36-16886) and two irrigation waste water rights (36-7931A and 36-7931C) for a total of 8.77 cfs that will be limited to the irrigation of 629.0 acres. Application also proposes adding the point of diversion (POD) from right 36-7235 to rights 36-16880 and 36-16886 and the POD from 36-16880 and 36-16886 to right 36-7235, for a total of two PODs on the three ground water rights. There will be no changes to the points of diversion (PODs) for the two wastewater rights. The PPU and PODs are located approximately 6.8 to 8.5 miles east and 3.0 to 5.0 miles south of the city center of Jerome. TRANSFER NO. 85116 RITA S SHAW and HUBERT SHAW and ACEY RYAN SHAW and JALYN BELLE SHAW, 411 S 750 E, DIETRICH, ID 83324 has filed Application No. 85116 for changes to the following water rights within LINCOLN County(s): Right No(s). 37-21264, 37-21425, 37-7189, 37-7716. The purpose of the transfer is to change a portion of the above rights as follows: This transfer application proposes to create a permissible place of use (PPOU) for 4 ground water irrigation rights totaling 5.96 cfs for the irrigation of 353.5 acres. The transfer also proposes to identify two existing wells as authorized points of diversion (POD) for all
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Proof of legal notice received
from Times News 9/30/2021 (2 pgs)

four water rights. The PPOU and PODs are located approximately 0.1 to 2.6 miles south and 1.5 miles west to 0.5 miles east of the intersection of Main and First street in Dietrich.

TRANSFER NO. 85304

ROTH INVESTMENTS LLC, 539 S 800 E, JEROME, ID 83338-6847 has filed Application No. 85304 for changes to the following water rights within JEROME County(s): Right No(s). 36-14247. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the legal description of the point of diversion for a 0.06 cfs stockwater and domestic ground water right to match the location of the existing well. Point of diversion and place of use are located approximately 6.9 to 7.2 miles east and 3.8 to 4.0 miles south of the city center of Jerome.

TRANSFER NO. 85339

CODY MORGAN and KATHY MORGAN, 756 S 2800 E, HAZELTON, ID 83335 has filed Application No. 85339 for changes to the following water rights within JEROME County(s): Right No(s). 36-17090, 36-17091, 36-17092. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the points of diversion and place of use for three ground water rights with a total of 0.08 cfs used for commercial and stockwater purposes, that are currently diverted at a CAFO facility approximately 29.6 to 29.8 miles east and 12.4 to 12.6 miles south of the city center of Jerome. The application proposes moving the rights to a new place of use and diverting them from two existing wells at an existing CAFO facility located approximately 2.8 to 3.3 miles north and 1.2 to 1.7 miles east of the city center of Jerome.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see <https://re-search.idwr.idaho.gov>. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **October 25, 2021**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director•

Published on 10/7/2021 and 10/14/2021



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

September 30, 2021

ROTH INVESTMENTS LLC
539 S 800 E
JEROME, ID 83338-6847

RE: Transfer No. 85109
Water Right No(s). 36-16860, 36-16886, 36-7235, 36-7931A, 36-7931C

RE: Transfer No. 85304
Water Right No(s). 36-14247

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 10/7/2021 and 10/14/2021**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **October 25, 2021**.

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,

Denise Maline

Denise Maline
Administrative Assistant

c: Brockway Engineering PLLC
Northwest Farm Credit Services, Twin Falls Idaho



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

September 30, 2021

WATER DISTRICT 130
NATHAN ERICKSON
650 ADDISON AVE W STE 500
TWIN FALLS, ID 83301-5858

RE: Application for Transfer No(s): 85109 (Roth Investments)
Application for Transfer No(s): 85116 (Shaw)
Application for Transfer No(s): 85339 (Morgan)

Dear Nathan:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at:

<https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, September 30, 2021 11:14 AM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News cover letter.docx; Times News Ad.docx

Attached please find **(1)** legal notice being submitted for publication on October 7th & 14th, 2021. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise @ IDWR Twin Falls

Denise Maline, Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

September 30, 2021

LEGAL NOTICE DEPARTMENT

TIMES NEWS

PO BOX 548

TWIN FALLS, ID 83303-0548

RE: Application for Permit No. 47-17747

RE: Transfer No. 85109

Water Right No(s). 36-16860, 36-16886, 36-7235, 36-7931A, 36-7931C

RE: Transfer No. 85304

Water Right No(s). 36-14247

RE: Transfer No. 85116

Water Right No(s). 37-21264, 37-21425, 37-7189, 37-7716

RE: Transfer No. 85339

Water Right No(s). 36-17090, 36-17091, 36-17092

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 October 25, 2021. Your cooperation is appreciated.

Sincerely,

Denise Maline

Denise Maline

Administrative Assistant 1

Enclosure(s)

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

47-17747

HOT DIGGITY 5 LLC

1296 RIVER RD

BUHL, ID 83316-5100

Point of Diversion SENE S10 T09S R14E TWIN FALLS County Source MUD CREEK Tributary SNAKE RIVER

Use: POWER 01/01 to 12/31 106 CFS

Total Diversion: 106 CFS

Date Filed: 07-13-2021

Place Of Use: POWER

T09S R14E S10 SENE

Application for permit proposes diversion of up to 106.0 cfs from Mud Creek for year-round Power use. The point of diversion and place of use are located approximately 4.2 miles north and 1.7 miles west of the intersection of Main Street and Broadway Avenue in Buhl. This application proposes to appropriate trust water and will be evaluated in compliance with Section 42-203C, Idaho Code, and IDWR's Water Appropriation Rules, IDAPA 37.03.08.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 85109

ROTH INVESTMENTS LLC, 539 S 800 E, JEROME, ID 83338-6847 has filed Application No. 85109 for changes to the following water rights within JEROME County(s): Right No(s). 36-16860, 36-16886, 36-7235, 36-7931A, 36-7931C. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes creating a 2126.0 acre permissible place of use (PPU) for three irrigation ground water rights (36-7235, 36-16860 and 36-16886) and two irrigation waste water rights (36-7931A and 36-7931C) for a total of 8.77 cfs that will be limited to the irrigation of 629.0 acres. Application also proposes adding the point of diversion (POD) from right 36-7235 to rights 36-16880 and 36-16886 and the POD from 36-16880 and 36-16886 to right 36-7235, for a total of two PODs on the three ground water rights. There will be no changes to the points of diversion (PODs) for the two wastewater rights. The PPU and PODs are located approximately 6.8 to 8.5 miles east and 3.0 to 5.0 miles south of the city center of Jerome.

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RITA S SHAW and HUBERT SHAW and ACEY RYAN SHAW and JALYN BELLE SHAW, 411 S 750 E, DIETRICH, ID 83324 has filed Application No. 85116 for changes to the following water rights within LINCOLN County(s): Right No(s). 37-21264, 37-21425, 37-7189, 37-7716. The purpose of the transfer is to change a portion of the above rights as follows: This transfer application proposes to create a permissible place of use (PPOU) for 4 ground water irrigation rights totaling 5.96 cfs for the irrigation of 353.5 acres. The transfer also proposes to identify two existing wells as authorized points of diversion (POD) for all four water rights. The PPOU and PODs are located approximately 0.1 to 2.6 miles south and 1.5 miles west to 0.5 miles east of the intersection of Main and First street in Dietrich.

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ROTH INVESTMENTS LLC, 539 S 800 E, JEROME, ID 83338-6847 has filed Application No. 85304 for changes to the following water rights within JEROME County(s): Right No(s). 36-14247. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the legal description of the point of diversion for a 0.06 cfs stockwater and domestic ground water right to match the location of the existing well. Point of diversion and place of use are located approximately 6.9 to 7.2 miles east and 3.8 to 4.0 miles south of the city center of Jerome.

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Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see <https://research.idwr.idaho.gov>. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **October 25, 2021**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on October 7th & 14th, 2021

M E M O R A N D U M

Date: September 23, 2021

To: Transfer 85109 File

From: Bill Mills

Re: Transfer Proposal

Application for transfer proposes creating a 2126.0 acre permissible place of use (PPU) for three irrigation ground water rights (36-7235, 36-16860 and 36-16886) and two irrigation waste water rights (36-7931A and 36-7931C) for a total of 8.77 cfs that will be limited to the irrigation of 629.0 acres. Application also proposes adding the point of diversion (POD) from right 36-7235 to rights 36-16880 and 36-16886 and the POD from 36-16880 and 36-16886 to right 36-7235, for a total of two PODs on the three ground water rights. There will be no changes to the points of diversion (PODs) for the two wastewater rights. The PPU and PODs are located approximately 6.8 to 8.5 miles east and 3.0 to 5.0 miles south of the city center of Jerome.

PPU and PODs are located in Water District 130. Watermaster comments will be solicited.

M E M O R A N D U M

Date: September 23, 2021

To: Transfer 85109 File

From: Bill Mills

Re: Fee Evaluation

Filing fees charged for transfer application #85109 are based on the current transfer fee schedule and are set at \$1140.00 for the 8.77 cfs being transferred in the application. This transfer has been amended with several water rights being dropped from the original application. Brockway Engineering originally paid \$1620.00 in fees for the 14.21 cfs being transferred in the original application. Amending the transfer application resulted in an overpayment of \$480.00. \$200.00 of the resulting overpayment was applied to transfer application #85304 (from the same applicant) per Greg Sullivan of Brockway Engineering's request. A refund has been requested for the remaining overpayment in the amount of \$280.00 to be paid to Brockway Engineering (S038689).

Mills, Bill

From: Greg Sullivan <greg.sullivan@brockwayeng.com>
Sent: Wednesday, September 22, 2021 9:37 AM
To: Mills, Bill
Subject: RE: Roth 85109 Transfer Application
Attachments: SKM_C300i21092120190.pdf

Bill,

See the attached scanned documents to update the Page 3 of the application and the Exhibit A that was submitted with the transfer.

The changes that you suggested below are correct.

Greg Sullivan
Brockway Engineering
2016 North Washington Street, Suite 4
Twin Falls, Idaho 83301
208-736-8543

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Mills, Bill [mailto:Bill.Mills@idwr.idaho.gov]
Sent: Wednesday, September 22, 2021 8:18 AM
To: Greg Sullivan <greg.sullivan@brockwayeng.com>
Subject: Roth 85109 Transfer Application

Greg,

Take a look at the attached Page 3 and Exhibit A.

On Page 3 the acres listed in 08S 18E 32 add up to 91 acres, not the 98 listed in the acre totals. Since the POU total acres is 2126, am I correct in assuming the acre total of 98 is incorrect and should be 91 acres?

If you could send me an email to clarify what the numbers should be I can make the appropriate corrections.

Additionally, Exhibit A indicates WR 36-7931B is still in the transfer, although I suspect you meant 36-7931A? Also, the PODs for the two waste water rights appear to be switched from how the PODs are listed on water rights 36-7931(A or B?) and 36-7931C. Do you want us to switch them around? I'm guessing Exhibit A needs to be updated.

Thanks,
Bill



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

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AUG 24 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

August 23, 2021

Corey Skinner
Idaho Department of Water Resources
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301

Re: Roth Investments LLC

Dear Mr. Skinner:

A transfer application for Roth Investments LLC was submitted to IDWR approximately July 6, 2021 numbered 85109. Brockway Engineering check #16503 was attached to that application. This transfer application will supersede the application that was previously submitted. It is expected that Brockway Engineering will receive a refund from IDWR from check #16503 that was received by IDWR. Several water rights have been removed from the original transfer application.

Roth Investments LLC desires to create a 2,126.0 acre permissible place of use for irrigation water rights 36-16860, 36-16886, 36-7931A, 36-7931C and 36-7235. Water for these water rights are provided by ground water and wastewater from canal water. There are also North Side Canal Company water shares utilized on this farm.

The permissible place of use will allow the 629.0 acres of irrigation water rights to be moved on an annual basis within the permissible place of use when needed. A map of the change of location of the 629.0 acres will be provided to IDWR for their records. Several of the irrigation water rights are stacked or overlapping with shares from the North Side Canal Company.

There are two maps attached to this transfer application. One map shows the proposed place of use and permissible place of use. The 2nd map shows the irrigation system for the canal water and ground water. The North Side Canal Company will be petitioned to update their canal shares locations after this transfer is approved. No additional water rights or canal shares will be added to this farm.

The ownership, beneficial use and period of use will remain unchanged. The points of diversion will not be changing for 36-7931B and 36-7931C but will be changing for 36-16860, 36-16886 and 36-7235.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

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FAX: 736•8506



BROCKWAY
ENGINEERING
P.L.L.C.

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Water Resources

No ESPA Model analysis has been performed for this transfer because the two points of diversion within this PPU are within adjacent ESPA model cells.

Please contact me if you have any questions.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Roth Investments LLC

Enc: Transfer Application, Aerial Maps, Northwest Farm Credit Letter, Annual Report

CHARLES E.
BROCKWAY,
PH.D., P.E.

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JUL 06 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

July 6, 2021

Corey Skinner
Idaho Department of Water Resources
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301

Re: Roth Investments LLC

Dear Mr. Skinner:

Roth Investments LLC desires to create a permissible place of use for irrigation water rights 36-16860, 36-16886, 36-2539A, 36-7931B, 36-7931A, 36-7931C and 36-7235. Water for these water rights are provided by ground water and wastewater. There are also North Side Canal Company water shares utilized on this farm.

The permissible place of use will allow the irrigation water rights to be moved on an annual basis within the permissible place of use when needed. A map of the annual change will be provided to IDWR for their records. Several of the irrigation water rights are stacked or overlapping with shares from the North Side Canal Company.

There are several maps attached to this transfer application. One map shows the proposed place of use. The 2nd map shows the irrigation water rights and canal shares locations before the transfer. The 3rd map shows the irrigation water rights and canal shares location after the transfer is approved. The North Side Canal Company will be petitioned to update their canal shares locations after this transfer is approved. No additional water rights or canal shares will be added to this farm.

The ownership of the water right will remain unchanged. The beneficial use, period of use and points of diversion will not be changing with this transfer.

No ESPA Model analysis has been performed for this transfer because the points of diversion will not be changing.

Please contact me if you have any questions.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Roth Investments LLC

Enc: Transfer Application, Aerial Maps, Northwest Farm Credit Letter, Annual Report,
Brockway Engineering Check # 16503 for \$1,620.00

CHARLES E.
BROCKWAY,
PH.D., P.E.

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