

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 12 2021

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-1131A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-12721	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-22350	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Christopher Steven Kelsey 2002 Separate Property Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): KLC Partners, LLLP
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1775 W. State St # 397 BOISE ID 83702
Mailing address City State ZIP
- 208-495-4455 shopper1@pacbell.net
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 5/10/21

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed. Deed attached
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions). N/A Ownership change only. No subdivision.
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☒ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required. N/A
- ☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9. N/A

8. Signature: [Signature] Christopher S. Kelsey, Manager 5/10/21
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LE Date 05/12/2021 Receipt No. W049386 Receipt Amt. \$75.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

RECORDATION REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sandra L. Clapp & Associates, P.A.
PO Box 2660
Eagle, Idaho 83616

Instrument # 331235

EMMETT, GEM, IDAHO

12-29-2020 10:55:53 AM No. of Pages: 2

Recorded for : SANDRA L. CLAPP & ASSOCIATED PA

SHELLY TILTON

Fee: 15.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: WARRANTY DEED

SEND TAX NOTICES TO:

KLC PARTNERS, LLLP
1775 W. State Street, #397
Boise, Idaho 83702

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

GRANT DEED

FOR VALUE RECEIVED, the CHRISTOPHER STEVEN KELSEY 2002 SEPARATE PROPERTY TRUST dated March 23, 2002, as thereafter amended, acting through its Trustee, CHRISTOPHER STEVEN KELSEY (hereinafter "Grantor"), hereby grants, bargains, sells, and conveys to KLC PARTNERS, LLLP, an Idaho limited liability limited partnership (hereinafter "Grantee"), whose address is 1775 W. State Street, #397, Boise, Idaho 83702, the Grantor's interest in the real property situated in the County of Gem, State of Idaho, and more particularly described as follows:

All of Lots 7 and 8, in Section 11, Township 6 North, Range 2 West of the Boise-Meridian, Gem County, Idaho.

SAVE AND EXCEPT the East 27 rods of said Lot 8, AND

ALSO EXCEPTING all land located South of the Oregon Shortline Railroad right of way.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee, its successors and assigns forever, subject to all covenants, conditions, reservations, and restrictions of record.

DATED this 22nd day of December, 2020.

CHRISTOPHER STEVEN KELSEY 2002
SEPARATE PROPERTY TRUST

By: *[Signature]*

CHRISTOPHER STEVEN KELSEY

Its: Trustee

GRANT DEED - 1
Emmett, Gem County

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 2020, before me, the undersigned notary public in and for said state, personally appeared CHRISTOPHER STEVEN KELSEY, known or proved to me on the basis of satisfactory evidence to be the Trustee of the CHRISTOPHER STEVEN KELSEY 2002 SEPARATE PROPERTY TRUST, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the CHRISTOPHER STEVEN KELSEY 2002 SEPARATE PROPERTY TRUST.

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



Kimberly A. Soyer
Notary Public for Idaho
Commission Expires: 11/13/23

GRANT DEED - 2
Emmett, Gem County

**AGREEMENT
OF
LIMITED PARTNERSHIP
OF
KLC PARTNERS, LLLP**

sell real property for productive use in a trade or business or for investment; and to engage in all other business or activity as may be permitted under Idaho law. The Partnership may sell or otherwise dispose of all or substantially all of the assets of the Partnership as provided in Section 7.1.2, and any such sale or disposition shall be considered to be within the scope of the Partnership's business.

1.5 TERM. As provided in the Act, the formation of the Partnership shall commence on the filing of the Partnership's certificate in the office of the Secretary of State. The Partnership shall be dissolved upon the happening of the earliest of any of the following events:

1.5.1 The passage of ninety (90) days after the dissolution, death, removal, adjudication of incompetency or bankruptcy of the last remaining General Partner, if all of the Limited Partners then existing fail to consent in writing to the election of a Substituted General Partner to continue the Partnership's business within such ninety (90) day period in accordance with Section 8.1 hereof;

1.5.2 The sale, transfer or other disposition of all or substantially all of the Partnership's assets as permitted by this Agreement, unless such sale is part of a diversification strategy for the Partnership established by the General Partners; or

1.5.3 A Majority of the General Partners then acting elect to dissolve the Partnership.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the registered office and principal place of business of the Partnership shall be 1775 W. State Street, #397, Boise, Idaho 83702, where the Partnership shall maintain all records required by the Act and make such records available for inspection and copying at the reasonable request and at the expense of the Limited Partners during ordinary business hours. The General Partners, upon notice to the Limited Partners, may select such other place as the Partnership's principal place of business or as the designated office for maintenance of its required records from time to time in the General Partners' absolute discretion and may amend the certificate of limited partnership accordingly.

1.7 REGISTERED AGENT. The name of the Partnership's initial registered agent is ROBERT C. MONTGOMERY, CHTD., located at 2160 S. Twin Rapid Way, Boise, Idaho 83709.

1.8 THE PARTNERS.

A. The name(s) and address(es) of the General Partners are:

KLC GUARDIAN, LLC
1775 W. State Street, #397
Boise, Idaho 83702

B. The name(s) and address(es) of the Limited Partners are:

CHRISTOPHER STEVEN KELSEY
1775 W. State Street, #397
Boise, Idaho 83702

ARTICLE 2 DEFINITIONS

2.1 ACT. "Act" shall mean the Idaho revised Uniform Limited Partnership Act, codified at Title 30, Chapter 24, *et seq.* of the Idaho Code and any corresponding provisions of succeeding law.

2.2 ADJUSTED CAPITAL ACCOUNT DEFICIT. "Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments: (i) a credit to such Capital Account of any amounts that such Partner is obligated to restore pursuant to any provision of this Agreement, or is deemed to be obligated to restore pursuant to the penultimate sentences of treasury Regulations Sections 1.704-2(i)(5) and 1.704-2(g)(1); and (ii) a debit to such Capital Account of the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

2.3 AFFILIATE. "Affiliate" shall mean any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another person or entity as such term is defined by the Securities and Exchange Commission.

2.4 AGREEMENT. "Agreement" shall mean this Agreement of Limited Partnership of KLC PARTNERS, LLLP.

2.5 CODE. "Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

2.6 FAIR MARKET VALUE. "Fair market value" means the price at which such property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of relevant facts.

2.7 INTEREST. "Interest" means the entire ownership Interest of a Partner in the Partnership at a particular time, including the right of such Partner to any and all benefit to which a Partner may be entitled as provided in this Agreement, together with the obligations of such

as more particularly described on Exhibit A attached hereto and by this reference made a part hereof as if set out in full herein (the "Capital Contributions").

3.1.1 SEPARATE PROPERTY ACKNOWLEDGMENT. As part of the execution of this Agreement, the spouse of the Partner, namely STEPHANIE KELSEY, has executed a Separate Property Acknowledgment confirming that all initial and further Capital Contributions are and shall remain the separate property of the Partner, CHRISTOPHER S. KELSEY, as set forth on Exhibit B attached hereto and by this reference made a part hereof as if set out in full herein.

3.2 ALLOCATION OF UNITS. Each Partner's Interest in the Partnership shall be evidenced and represented by such Partner's share of the total Partnership Units. After the formation of the Partnership, the initial Units of the Partnership shall be allocated as follows:

General Partners:

KLC GUARDIAN, LLC	2 Units
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Limited Partners:

CHRISTOPHER STEVEN KELSEY	98 Units
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3.3 REALLOCATION OF PARTNERSHIP UNITS. The Units of the Partnership have been allocated initially to the Partners based upon the agreed value of the Partners' capital contributions as set forth in Section 3.1. If for any reason it is discovered or determined that the initial capital contributions of the Partners have an aggregate value other than as set forth in Section 3.1, then the number of Partnership Units allocated to each Partner shall be increased or decreased, as the case may be, so that the gross fair market value of the Units allocated to such Partner is equal to the gross fair market value of such Partner's initial capital contribution. If such reallocation of Partnership Units requires a redetermination and reallocation of Partnership profits, losses, or distributions, then each Partner shall receive from or contribute back to the Partnership such reallocation or redistribution.

3.4 VOLUNTARY ADDITIONAL CAPITAL CONTRIBUTIONS OF LIMITED PARTNERS. In addition to making the initial Capital Contribution set forth on the attached Exhibit A, the Limited Partners may, upon notice from the General Partners of the need for the Partners to make a voluntary additional capital contribution on the procedure set forth in this Section 3.4 of Article 3 (generally the "Voluntary Additional Capital Contribution"), make Voluntary Additional Capital Contributions to the Partnership. Any Voluntary Additional Capital Contribution call made pursuant to this Section 3.4 shall be made available to all the Limited Partners in proportion to the Interests held by each. In order to make a Voluntary

6.2 DISTRIBUTION IN KIND. The General Partners, in the General Partners' discretion, may distribute a portion of the Partnership's assets Pro Rata to the Partners in kind in undivided Interests as tenants in common.

ARTICLE 7 RIGHTS AND DUTIES OF THE GENERAL PARTNERS

7.1 MANAGEMENT AND CONTROL. The General Partners shall have exclusive management and control of the business of the Partnership, and all decisions regarding the management and affairs of the Partnership shall be made by the General Partners. The General Partners shall have all the rights and powers of a general partner as provided in the Act and as otherwise provided by law. Any General Partner may take an action which is necessary, proper, or desirable to carry out the aforementioned duties and responsibilities if the amount involved does not exceed One Hundred Thousand Dollars (\$100,000.00). Any such action which involves an amount in excess of One Hundred Thousand Dollars (\$100,000.00) may not be undertaken without the approval of a Majority of the General Partners if more than one (1) such General Partner is acting. Except as otherwise expressly provided in this Agreement, the General Partners are hereby granted the right, power, and authority to do on behalf of the Partnership all things which, in his or their sole judgment, are necessary, proper, or desirable to carry out the aforementioned duties and responsibilities including, but not limited to, the right, power, and authority from time to time to do those things specified elsewhere in this Agreement and the following:

7.1.1 The General Partners are granted the right, power, and authority to spend the capital and revenues of the Partnership in furtherance of the business of the Partnership.

7.1.2 The General Partners are granted the right, power, and authority to acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge, and dispose of any real or personal property of the Partnership.

7.1.3 The General Partners are granted the right, power, and authority to cause the Partnership to reimburse the General Partners for reasonable out-of-pocket expenses actually incurred by a General Partner in connection with the Partnership's business in accordance with Section 7.2.

7.1.4 The General Partners are granted the right, power, and authority to employ and dismiss from employment any and all employees, agents, independent contractors, investment advisors, management companies or professionals, attorneys, and accountants.

7.1.5 Subject to Section 3.7, the General Partners are granted the right, power, and authority to enter into such lending arrangements, notes, security agreements, and similar arrangements as the General Partners deem necessary or appropriate to accomplish the purposes of the Partnership.

7.1.6 The General Partners are granted the right, power, and authority to borrow money on a secured or unsecured basis from individuals, banks, and other lending institutions in order to finance or refinance Partnership assets, to meet other Partnership obligations, to provide Partnership working capital, and for any other Partnership purposes; to execute promissory notes, deeds of trust, and assignments of Partnership property and such other security instruments as a lender of funds may require to secure repayment of such borrowing; to change, substitute, or amend such borrowing as, in their judgment, is in the best Interests of the Partnership; and to execute any and all documents which may be required by the bank or other financial institution or other source to establish an escrow, trust agreement, or trust account with the bank, institution, or other source for the receipt of funds, sale proceeds, and other payments and the disbursements thereof to service such loans.

7.1.7 The General Partners are granted the right, power, and authority to purchase, at the expense of the Partnership, such liability, casualty, property, and other insurance as the General Partners, in the General Partners' absolute discretion, deem advisable to protect the Partnership's assets against loss or claims of any nature; provided, however, the General Partners shall not be liable to the Partnership or to other Partners for failure to purchase any insurance or if coverage should prove inadequate.

7.1.8 To the extent that funds of the Partnership, in the General Partners' judgment, are not required for the conduct of the Partnership's business, the General Partners are granted the right, power, and authority to invest the excess funds in a manner consistent with the terms of this Agreement. It is acknowledged by the Partners that the Partners desire to continue the existence of the Partnership for an extensive term that justifies retention of cash or other similar assets of the Partnership to evaluate for future investment on behalf of the Partnership. The General Partners are expressly authorized to retain an investment advisor or other financial professional to assist the General Partners properly diversify or invest the assets of the Partnership for such long-term purposes.

7.1.9 The General Partners are granted the right, power, and authority to sue and be sued, complain, defend, settle, or compromise with respect to any claim in favor of or against the Partnership, in the name and on behalf of the Partnership.

7.1.10 The General Partners are granted the right, power, and authority to prosecute and protect and defend or cause to be protected and defended all patent, patent rights, trade names, trademarks and service marks, and all applications with respect thereto that may be held by the Partnership.

7.1.11 The General Partners are granted the right, power, and authority to enter into, execute, amend, supplement, acknowledge, and deliver any and all contracts, agreements, licenses, or other instruments necessary, proper, or desirable to carry out the purposes of the Partnership.

negotiations, understandings, or agreements. This Agreement may not be modified or amended other than pursuant to Article 14.

17.2 APPLICABLE LAW. SUCCESSORS. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho and shall, subject to the restrictions on transferability set forth herein, bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

17.3 PRONOUNS. References to a Partner, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships, or corporations where applicable.

17.4 COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

17.5 SEVERABILITY. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby.

17.6 HEADINGS. The headings in this Agreement are inserted for convenient reference only and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GENERAL PARTNERS:

KLC GUARDIAN, LLC

By: _____

CHRISTOPHER STEVEN KELSEY

Its: Manager

LIMITED PARTNERS:

CHRISTOPHER STEVEN KELSEY

LIMITED LIABILITY COMPANY AGREEMENT

OF

KLC GUARDIAN, LLC

- c. Copies of this Agreement and all amendments hereto and a copy of any prior limited liability company agreements no longer in effect;
- d. Copies of the Company's federal, state, and local tax returns and reports, if any, for the three (3) most recent years;
- e. Copies of the Company's financial statements for the three (3) most recent years; and
- f. Any other records required by the Act.

11. Powers of Member

The Member shall have the power to exercise any and all rights and powers granted to the Member pursuant to the express terms of the Agreement. Except as otherwise specifically provided by this Agreement or required by the Act, the Manager (as hereinafter defined) shall have the power to act for and on behalf of and to bind the Company. CHRISTOPHER S. KELSEY is hereby designated as the person authorized to execute, deliver, and file the Certificate of Organization of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

12. Management

12.1 Management of the Company

CHRISTOPHER S. KELSEY shall be the manager of the Company (the "Manager") and, in such capacity, shall manage the Company in accordance with this Agreement. If CHRISTOPHER S. KELSEY shall cease being the Manager of the Company by way of incapacity, resignation, death, or for any other reason, the successor Manager shall be KEVIN CARROLL of Carlsbad, California. If KEVIN CARROLL shall cease being Manager of the Company by way of incapacity, resignation, death, or for any other reason, then THOMAS DILLER, of Seattle, Washington, shall act as successor Manager. The Manager shall not be required to be a Member of the Company. The successor Manager shall have full management rights as set forth herein as if the successor Manager were the initial Manager.

The Manager is an agent of the Company's business, and the actions of the Manager taken in such capacity and in accordance with this Agreement shall bind the Company.

The Manager shall have full, exclusive, and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs

of the Company, and to take all such actions as the Manager deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. The Manager shall be the sole person or entity with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Manager, and such delegation shall not cause the Manager to cease to be a Member or the Manager.

The Manager may appoint individuals with or without such titles as it may elect, including the titles of President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Manager may delegate in writing to any such persons. Unless another individual is appointed to such position, the Manager shall also be the President of the Company.

12.2 Powers of the Manager

The Manager shall have the right, power, and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts deemed by the Manager to be necessary or appropriate to effectuate the business, purposes, and objectives of the Company at the expense of the Company.

The expression of any power or authority of the Manager in this Agreement shall not in any way limit or exclude any other power or authority of the Manager which is not specifically or expressly set forth in this Agreement.

12.3 No Management by Other Persons or Entities

Except and only to the extent expressly delegated by the Manager, no person or entity other than the Manager and the Member shall be an agent of the Company or have any right, power, or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

13. Dissolution and Liquidation

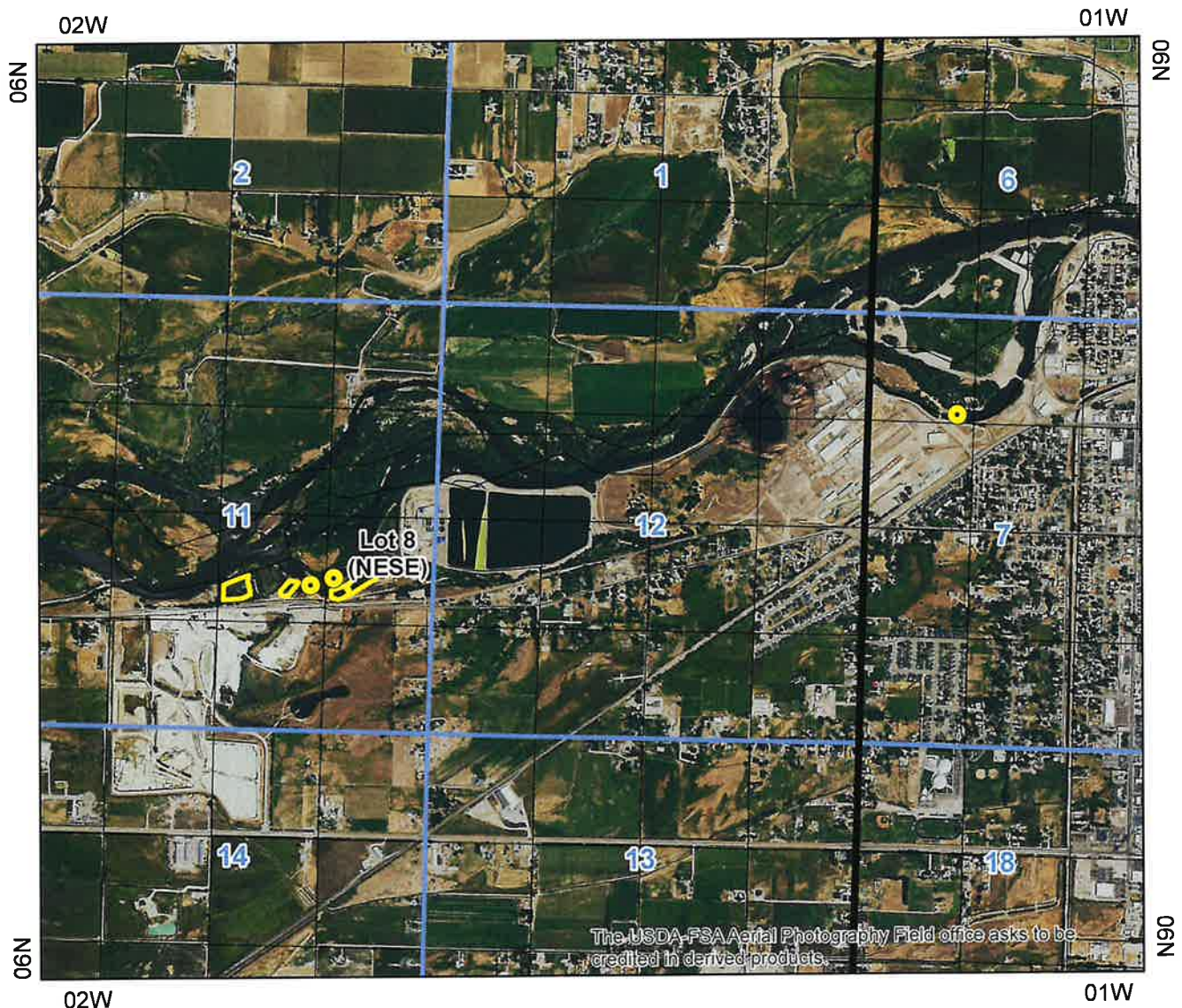
13.1 Events of Dissolution

The Company shall dissolve upon the earlier of:

- a. the written statement of the Member; or
- b. the sale, transfer, or other disposition of all or substantially all of the Company's assets unless otherwise determined by the Member in writing.

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-12721

This map depicts the WILDLIFE STORAGE place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



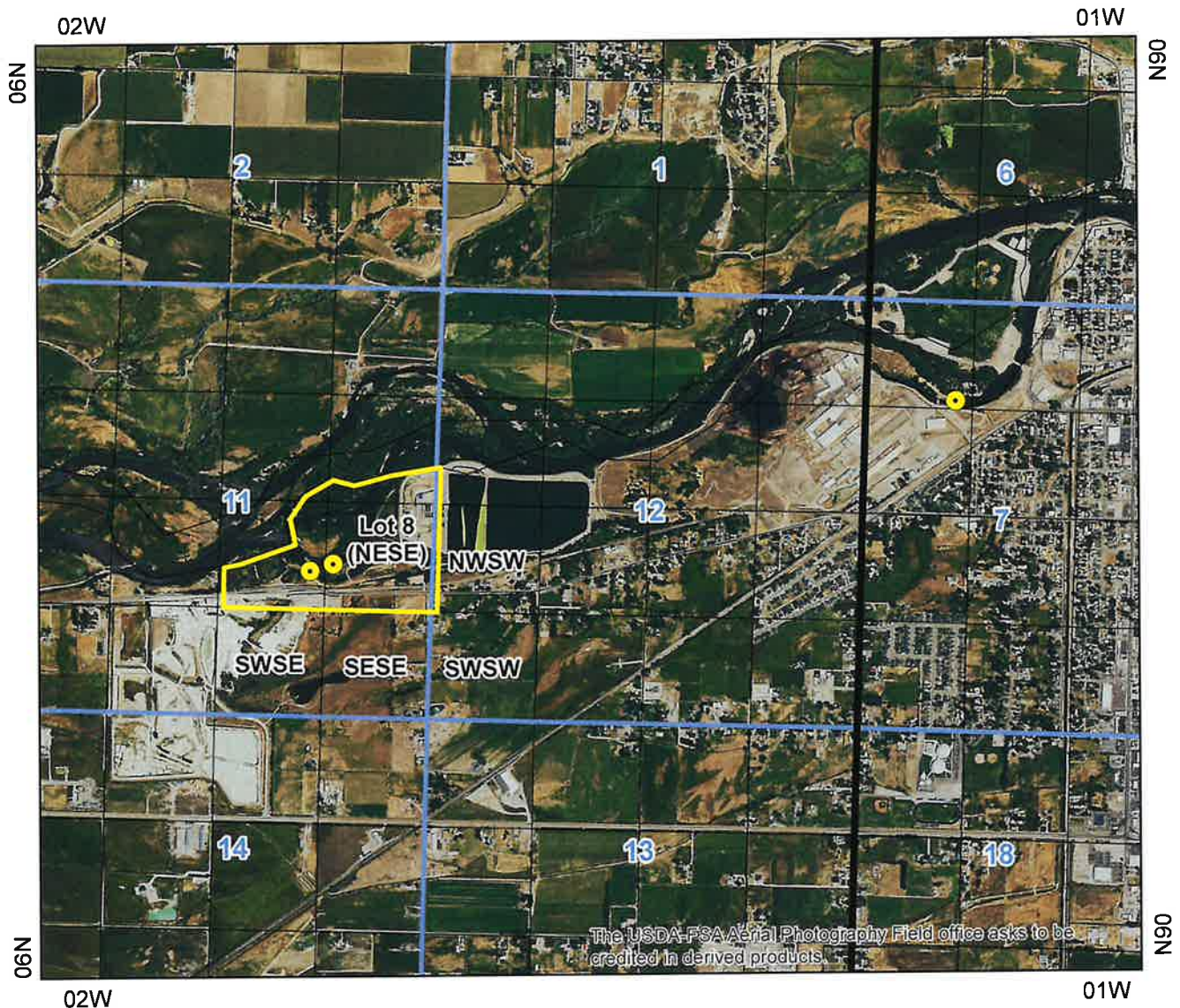
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.25 0.5 1 Miles



State of Idaho
Department of Water Resources
Attachment to Water Right License
65-12721

This map depicts the RECREATION STORAGE place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.25 0.5 1 Miles



State of Idaho
Department of Water Resources
Attachment to Water Right License
65-22350

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.225 0.45 0.9 Miles





IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 24, 2021

KLC PARTNERS LLLP
1775 W STATE ST # 397
BOISE ID 83702-3924

Re: Change in Ownership for Water Right No(s): 65-1131A, 65-12721, & 65-22350

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4632.

Sincerely,

Marcelina Williams
Water Resource Agent

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/24/2021

Water Right 65-1131A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KLC PARTNERS LLLP 1775 W STATE ST # 397 BOISE, ID 83702-3924 (208) 495-4455

Priority Date: 10/5/1875

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PAYETTE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.260 CFS	
	<u>Total Diversion</u>		0.260 CFS	

Source and Point(s) of Diversion

PAYETTE RIVER	L3(NWNW)	Sec. 7, Twp 06N, Rge 01W, GEM County
PAYETTE RIVER	L8(NESE)	Sec. 11, Twp 06N, Rge 02W, GEM County
PAYETTE RIVER	L7(NWSE)	Sec. 11, Twp 06N, Rge 02W, GEM County

Place Of Use

IRRIGATION within GEM County

T06N R02W S11 L8	NESE	4.0
T06N R02W S11 L7	NWSE	9.0
POU Total Acres:		13.0

Conditions of Approval:

1. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
2. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date of this approval.
4. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
5. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/24/2021

6. 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.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-1131A

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.25 0.5 1 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/24/2021

Water Right 65-12721

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KLC PARTNERS LLLP 1775 W STATE ST # 397 BOISE, ID 83702-3924 (208) 495-4455

Priority Date: 7/19/1984

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PAYETTE RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
WILDLIFE STORAGE	01/01	12/31		6.0 AF
RECREATION STORAGE	01/01	12/31		6.0 AF
DIVERSION TO STORAGE	01/01	12/31	0.600 CFS	
	<u>Total Diversion</u>		0.600 CFS	6.0 AF

Source and Point(s) of Diversion

PAYETTE RIVER	L8(NESE)	Sec. 11, Twp 06N, Rge 02W, GEM County
PAYETTE RIVER	L3(NWNW)	Sec. 7, Twp 06N, Rge 01W, GEM County
PAYETTE RIVER	L7(NWSE)	Sec. 11, Twp 06N, Rge 02W, GEM County

Place Of Use

RECREATION STORAGE within GEM County

T06N R02W S11 L8	NESE
T06N R02W S11 L7	NWSE

WILDLIFE STORAGE within GEM County

T06N R02W S11 L8	NESE
T06N R02W S11 L7	NWSE

Conditions of Approval:

- | | | |
|----|-----|---|
| 1. | F01 | WATER IS DELIVERED THROUGH SMITH DITCH. |
| 2. | C03 | RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE. |
| 3. | | STORAGE USE FOR GAMEBIRD, WATERFOWL & FISH HABITAT. |
| 4. | 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. |

Combined Use Limits

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/24/2021

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-12721

This map depicts the WILDLIFE STORAGE place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



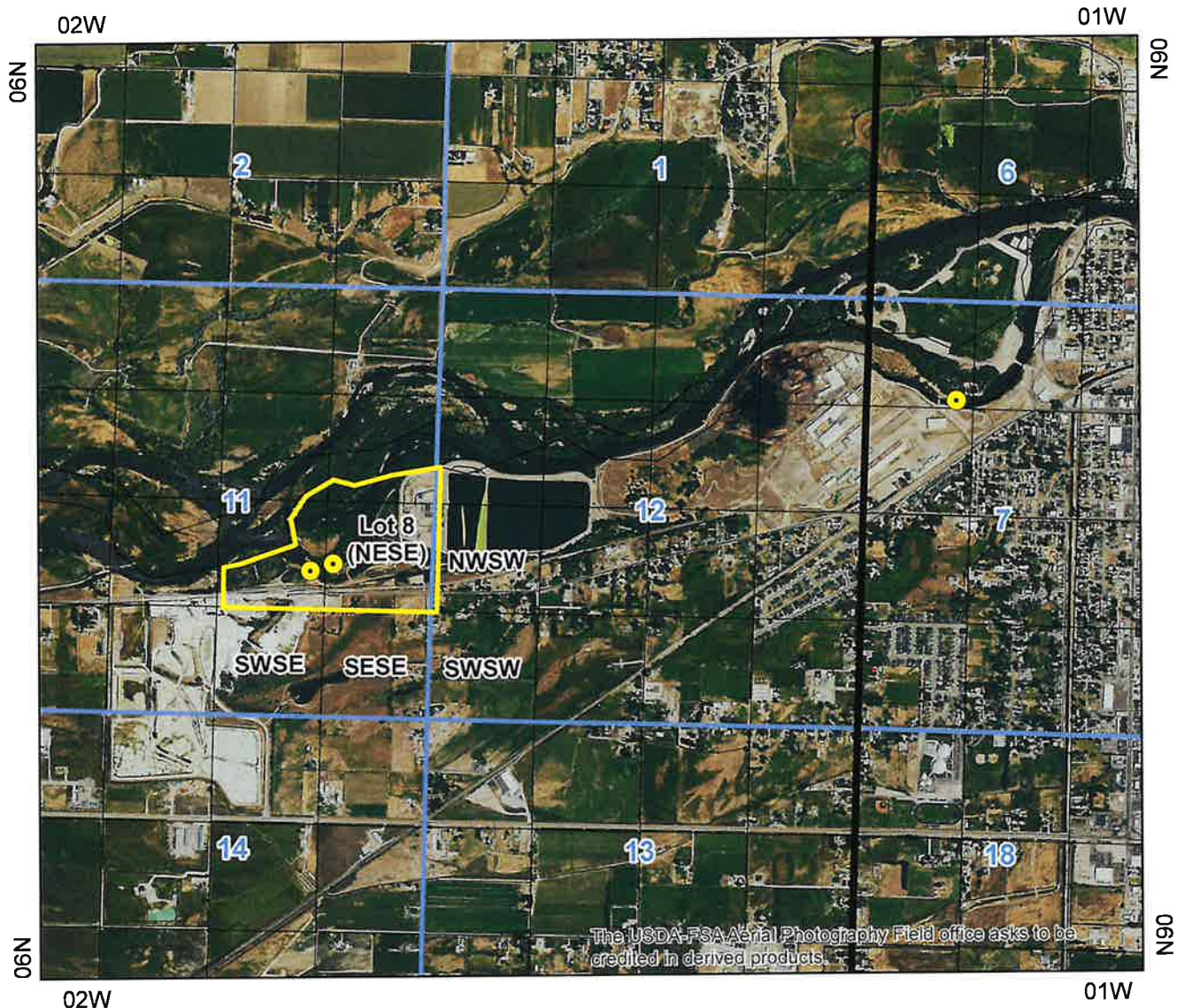
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.25 0.5 1 Miles



State of Idaho
Department of Water Resources
Attachment to Water Right License
65-12721

This map depicts the RECREATION STORAGE place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.25 0.5 1 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/24/2021

use.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-22350

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.225 0.45 0.9 Miles

