

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 24 2021

AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

Department of Water Resources
Eastern Region

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 ☐ ☒	01-7017	0.08 cfs	Irrigation	4/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.08 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.08 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

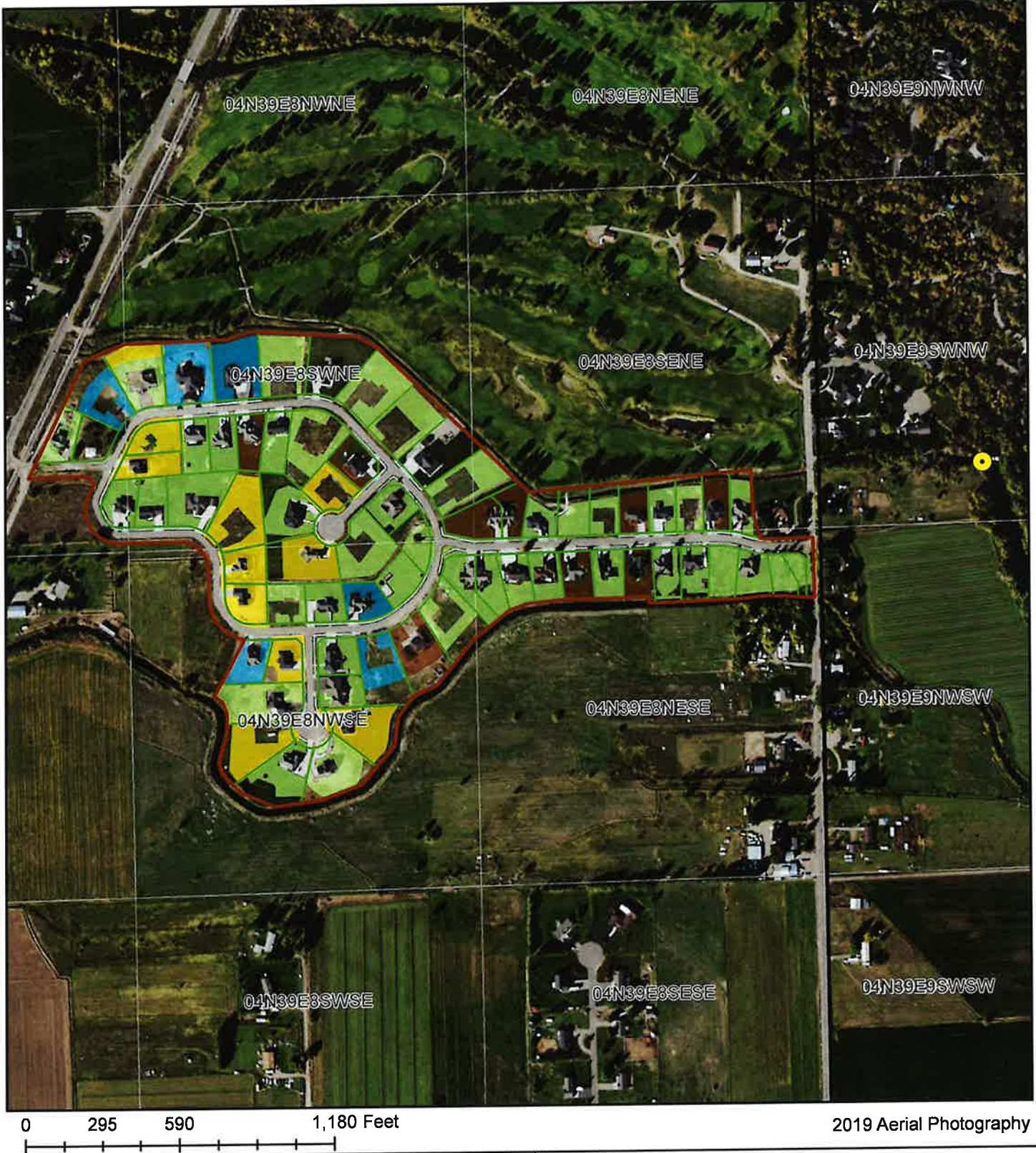
New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			SW	NW	9	4N	39E	JEFFERSON	SNAKE RIVER	North Rigby Canal

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	39E	8			1.9					0.1						2.6			4.6
Total Acres (for irrigation use)																			4.6

AMENDED



-  Proposed POD - North Rigby Canal
-  Subdivision Boundary
-  Parcels
-  Proposed POU
-  WR 25-14478
-  WR 25-14490
-  WR 25-14491
-  Twp & Rng
-  Section
-  QQ



Proposed Location Overview

*Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates HOA*

RMEA #19-0008

by: KM

Date: 5/24/2021



AMENDED

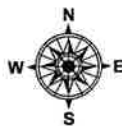


0 120 240 480 Feet

2019 Aerial Photography

- Jeff Greens Wells
- QQ
- Parcels
- Proposed POU
- Twp & Rng
- Section

AMENDED



Proposed Location by Lot
Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates HOA

RMEA #19-0008

by: KM

Date: 5/24/2021



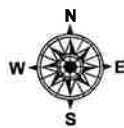


0 135 270 540 Feet

2019 Aerial Photography

- Jeff Greens Wells
- Proposed POU by QQ
- Twp & Rng
- Section
- QQ

AMENDED



Proposed Location by QQ Rocky Mountain Water Exchange LLC for Jefferson Greens Estates HOA

RMEA #19-0008

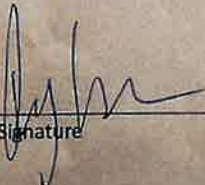
by: KM

Date: 5/24/2021



AUTHORIZATION FOR TRANSFER

I, Ryan Johnson, am the current owner of Lot 17, Block 2 of Jefferson Greens Estates, Rigby, Idaho. I, hereby, grant authorization for Rocky Mountain Water Exchange, LLC, on behalf of Jefferson Greens Estates HOA and Rivers Edge Development LLC, to transfer 0.7 acres of water rights onto my property for irrigation purposes.


Signature

Ryan Johnson
Printed Name

08/22/2021
Date

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 15 day of April [MONTH], 2021 (the "Effective Date"), by and between Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and SPENCER HOLT & Brittany Holt [NAME], [TYPE OF ENTITY], whose address is 124 Forest Dr. Kennett Square, PA 19348 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 9 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.25-acre portion of the Water Rights. Buyer has agreed to purchase the 0.25-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.25-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: SH / LH DATE: 04/19/2021 8:17 PM EDT PAGE 1 OF 4

SH LH DATE

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] or a total of [REDACTED] (the "Purchase Price").
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA 1/12/21 DATE: 04/19/2021 8:18 PM EDT PAGE 2 OF 4

way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

L. Rexer Lorne
By: *W. Edgar Warner*
Its: *Managing Member*

"BUYER"

sign
→

Spencer Holt
B. Holt

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *1/1/21* **DATE:** *5/5/2021* **PAGE 3 OF 4**