

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 84996

RECEIVED

MAY 20 2021

Department of Water Resources
Eastern Region

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) The Robert L. and Cheryl Lynn G. Fackrell Family Trust

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☐ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

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

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

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Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) The Robert L. and Cherlynn G. Fackrell Family Trust Phone 234-2265
 Mailing address 790 Creekside Circle, Pocatello, Idaho 83204 Email rcklre@yahoo.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

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

☐ No Representative

Name of Representative Randall C. Budge, Attorney Phone 208-232-6101
 Mailing address P.O. Box 1391, Pocatello, Idaho 83204-1391 Email randy@racineolson.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.

Randall C. Budge Randall C. Budge 5/17/21
 Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

 Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period 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**.
 Applicants are purchasing 0.02 CFS of water right no. 29-11732 pursuant to the Agreement for Purchase and Sale of Water Rights from the current owners James and Carol Guthrie, Attachment 3. Closing of the transaction is subject to IDWR approval of this Application to move the POU and P/D to Applicants' property

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 ☐ ☒	29-11732	0.02	Irrigation	04/01 to 10/31	Portneuf Riv & Snake Riv
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.02 cfs and/or acre-feet.

2. Total amount of water proposed to be transferred or changed 0.02 cubic feet per second and/or acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
Yes			NW	SE	17	07S	35E	Bannock	Portneuf River	

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	
07S	35E	17														1			1
Total Acres (for irrigation use)																			1

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:

Portable pump and gas or electric motor.

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

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

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

City of Inkom is installing municipal sewer treatment ponds resulting in acres being covered by ponds and roads no longer being irrigated. Attachment 7b is a GIS shape file delineating 1 acres of the place of use of water right 29-11732 to be dried up and transferred to the new place of use per this Application (NWNW, Sec 27, T7S, R36E)

- 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:

- 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:

IDAHO Department of Water Resources



IDWR offices are open to the public and following the CDC guidelines for wearing masks and observing social distancing. For in-person visits, we encourage you to call ahead for an appointment.

WATER RIGHT REPORT

4/20/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-11732

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CAROL GUTHRIE
Current Owner	JAMES K GUTHRIE PO BOX 12 INKOM, ID 83245 (208)244-1879
Original Owner	PETE JOHN HANGES
Original Owner	RUTH W HANGES PO BOX 360 INKOM, ID 83245 2087753540

Priority Date: 06/19/1902

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.12 CFS	
STOCKWATER	01/01	12/31	0.07 CFS	
Total Diversion			2.19 CFS	

Location of Point(s) of Diversion:

PORTNEUF RIVER | SWNW | Sec. 27 | Township 07S | Range 36E | BANNOCK County
 PORTNEUF RIVER | NWNWSE | Sec. 27 | Township 07S | Range 36E | BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	36E	27		SWNE	1									
				NWNW	1		SWNW	11		SENE	15			
				NESW	31.5		NWSW	1.5		SESW	10			
				NWSE	11		SWSE	12						
		28		NENE	9		SENE	2						
		34		NWNE	1									

Place of Use Legal Description: STOCKWATER BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	36E	27		SWNE										
				NWNW			SWNW			SENE				
				NESW			NWSW			SESW				
				NWSE			SWSE							
		28		NENE			SENE							
		34		NWNE										

Total Acres: 106

Conditions of Approval:

1. X35 Rights 29-11732 and 29-12265 when combined shall not exceed a total diversion rate of 2.19 cfs and the irrigation of 106 acres.
2. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
3. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
4. X02 Stockwater use is for 300 cattle and 30 horses.
5. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
6. 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.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

84996

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number: 29D

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Combined Acres Limit: 112

Combined Volume Limit:

Combined Rate Limit: 2.31

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

84996

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

- 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.

B. CHANGES IN NATURE OF USE (Water Balance)

- ### 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 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 a standard notebook page.

Transfer contains _____ pages and _____ attachments.

Received by JB Date 5/20/2021 Preliminary check by _____ Date 5/20/2021

Fee paid \$200.- Date 5/20/2021 Received by JB Receipt # E046974

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)

Legend



New POD



New POU



Approximate Parcel RPRPTGR000100



The USDA-FSA Aerial Photography Field office asks to be credited in derived products., Idaho Department of Water Resources



Attachment 7b

Guthrie Application for Transfer



SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

The undersigned hereby appoints the law firm of RACINE OLSON, PLLP, 201 E. Center Street, Post Office Box 1391, Pocatello, Idaho 83204 (the "Firm"), its true and lawful attorney for the purpose of dealing with the Idaho Department of Water Resources relative to the management and transaction of water rights, and to allow the Firm to receive all information, opinions, and records regarding water rights, and to sign and submit applications and other filings on its behalf.

DATED this 6th day of May, 2021.

**THE ROBERT L. AND CHERLYNN G. FACKRELL
FAMILY TRUST DATED JULY 22, 2011**

By: _____

Robert L. Fackrell, individually and as Trustee

By: _____

Cherlynn G. Fackrell, individually and as Trustee

STATE OF IDAHO)

: ss.

County of Bannock)

This record was acknowledged before me on this 6th day of May, 2021, by Robert L. Fackrell and Cherlynn G. Fackrell, individually and as Trustees of the Robert L. and Cherlynn G. Fackrell Family Trust dated July 22, 2011.



Carrie L. Castillo
NOTARY PUBLIC FOR IDAHO

My Commission Expires: 5/1/2025

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this 16th day of May, 2021 (the "Effective Date"), by and between **James Guthrie and Carol Guthrie**, husband and wife, whose address is P.O. Box 12, Inkom, Idaho 83245 (hereinafter collectively "Seller"), and **Robert L. Fackrell and Cherlynn G. Fackrell**, as Trustees of the **Robert L. and Cherlynn G. Fackrell Family Trust dated July 22, 2011**, whose address is 790 Creekside Circle, Pocatello, Idaho 83204 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

A. Seller is the owner of Decreed Water Right No. 29-11732 consisting of 2.31 cfs of irrigation water in the Portneuf River for the irrigation of 112 acres with a priority date of June 19, 1902 (the "Water Right").

B. Seller desires to sell and Buyer desires to buy a portion of the Water Right, provided that the point of diversion and place of use can be transferred downstream to Buyer's property.

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

AGREEMENTS:

1. Water Right Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller on the terms and conditions herein specified, 0.02 cfs of the Water Right for the irrigation of 1 acres.

2. Purchase Price and Payment.

(a) Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] per acre, a total of [REDACTED] (the "Purchase Price").

(b) Payment. Upon execution of this Agreement Buyer shall pay an earnest money deposit of \$500.00 to be credited to the Purchase Price at closing. The Purchase Price shall be paid in cash at closing.

(c) Fees and Costs. The cost of recording the Deed and filing and processing the transfers necessary to change the point of diversion and place of use to Buyer's property shall be the responsibility of Buyer. All other expenses not specifically referenced in this Agreement

with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement. In the event Seller incurs the costs and legal fees associated with the water right transfer to Buyer and the transfer is approved, Buyer will reimburse Seller for the same at the time of closing.

3. Buyer's Contingencies. The closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Buyer:

(a) Buyer's determination to its reasonable satisfaction that there are no liens or encumbrances against the Water Right to be transferred by Seller.

(b) That the Water Right is suitable for Buyer's irrigation purposes.

(c) All necessary approvals to move the point of diversion and place of use of the Water Right to locations determined by Buyer.

4. Seller's Contingencies. The closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Seller: NONE.

5. Closing. Closing shall occur within thirty (30) days from the date the Idaho Department of Water Resources has entered an order approving the transfer application necessary to change the point of diversion and place of use to Buyer's property. On the date of closing all other conditions shall be deemed waived by Buyer. Prior to closing, Buyer may determine in their sole discretion that any other condition has not been met and elect to terminate this Agreement. At the time of closing:

(a) Seller shall execute and deliver to a water right deed and such other documents as may be required to transfer ownership of the Water Right to Buyer, together with such other closing statements and other documents as may be required to carry out the sale.

(b) Buyer shall pay the purchase price and execute such closing statements and other documents as may be required to carry out their purchase.

6. Closing Costs. All closing costs shall be shared equally between the parties, except that each party shall be responsible for paying their own attorney fees and other expenses incurred in connection with the sale.

7. Default. If, after all conditions of this Agreement are satisfied and Sellers are ready and able to perform, Buyer refuses to consummate the sale, Buyer agrees to forfeit the earnest money to Seller as liquidated damages in lieu of any actual damages that Seller may be able to prove. If Buyer is ready and able to perform and Seller refuses to close the transaction and deliver title, Buyer shall be entitled to specific performance in addition to all other remedies allowed by law.

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date of this Agreement as follows:

(a) Authority. Seller has the full legal right, power, and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right.

(b) Conveyance. Seller shall convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions.

(c) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

9. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date of this Agreement as follows:

(a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. On or before closing Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.

(c) Legal Representation. This Agreement is prepared by Seller's attorney. Buyer acknowledges that they are not relying upon Seller's attorney and must seek independent counsel for legal advice.

10. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the closing. All such representations and warranties shall survive the closing.

11. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) 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.

(c) Broker. It is understood and agreed by and between the Parties that the transaction herein contemplated does not involve a broker for either Seller or Buyer. To the extent any broker commissions are owed as a result of this transaction by Buyer, Buyer agrees to be solely liable therefore, and Buyer agrees to indemnify Seller from any such commissions. To the extent any broker commissions are owed as a result of this transaction by Seller, Seller agrees to be solely liable therefore, and Seller agrees to indemnify Buyer from any such commissions.

(d) 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.

(e) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(f) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(h) 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.

(i) Essence of Time. Time is of the essence in this Agreement.

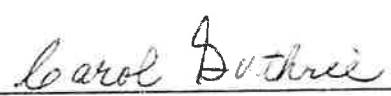
(Remainder of page intentionally left blank. Signatures on follow page.)

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

"SELLER"



JAMES GUTHRIE



CAROL GUTHRIE

"BUYER"

**The Robert L. and Cherlynn G. Fackrell Family
Trust dated July 22, 2011**

By: _____
ROBERT L. FACKRELL, Trustee

By: _____
CHERLYNN G. FACKRELL, Trustee

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

"SELLER"

JAMES GUTHRIE

CAROL GUTHRIE

"BUYER"

**The Robert L. and Cherlynn G. Fackrell Family
Trust dated July 22, 2011**

By: 

ROBERT L. FACKRELL, Trustee

By: 

CHERLYNN G. FACKRELL, Trustee

Exhibit 1



RANDALL C. BUDGE
randy@racineolson.com
Tessa Sparrow, Legal Assistant
tessa@racineolson.com

May 17, 2021

RECEIVED
MAY 20 2021
Department of Water Resources
Eastern Region

Idaho Department of Water Resources
Eastern Regional Office
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: Transfer Application

To whom it may concern:

Enclosed please find the original and three extra copies of an Application for Transfer, together with a check in the amount of \$200.00 for the filing fee. Please file the original and conform stamp and return the extra copies, one to me, one to James and Carol Guthrie, and one to Robert and Cherlynn Fackrell in the enclosed stamped and addressed return envelopes.

Thank you for your assistance. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in dark ink that reads 'Randall C. Budge'.

RANDALL C. BUDGE

RCB:ts
Enclosures

c: Robert and Cherlynn Fackrell
James and Carol Guthrie



State of Idaho

DEPARTMENT OF WATER RESOURCES

EASTERN Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 9, 2021

THE ROBERT AND CHERLYNN G FACKWELL FAMILY TRUST
790 CREEKSIDE CIRCLE
POCATELLO, ID 83204

RE: Transfer No. 84996
Water Right No(s). 29-11732

Dear Applicant:

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

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATE JOURNAL on 6/18/2021 and 6/25/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

CC:
RANDALL C BUDGE
PO BOX 1391
POCATELLO, ID 83204-1391

Henman, Christina

From: Henman, Christina
Sent: Wednesday, June 9, 2021 2:50 PM
To: 'legalnotices@postregister.com'
Subject: Legal Notice for Idaho State Journal
Attachments: 29-14386, 84996 Idaho State Journal.docx

LEGAL NOTICE DEPARTMENT
IDAHO STATE JOURNAL
PO BOX 431
POCATELLO, ID 83204-0431

RE: Application Nos. 29-14386, 84996

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 7/5/2021. Your cooperation is appreciated.

Christina Henman
Administrative Assistant
Idaho Dept. of Water Resources, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 497-3793

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

29-14386

SMITH CANYON PARTNERS

PO BOX 2454

RCHO SANTA FE, CA 92067-2454

Point of Diversion NENE S26 T10S R37E BANNOCK County

Source GROUND WATER Tributary

Point of Diversion SWNW S25 T10S R37E BANNOCK County

Source GROUND WATER Tributary

Use: DOMESTIC

01/01 to 12/31

0.4 CFS

Total Diversion:

0.4 CFS

Date Filed: 05-14-2021

Place Of Use: DOMESTIC

T10S R37E S25

NENE,SWNE,SENE,NENW,NWNW,SWNW,SENW

Place Of Use: DOMESTIC

T10S R37E S26

NENE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Eastern office at (208)525-7161; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 7/5/2021. The protestant must also send a copy of the protest to the applicant.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 84996

THE ROBERT AND CHERLYNN G FACKWELL FAMILY TRUST, 790 CREEKSIDE CIRCLE, POCA TELLO, ID 83204 has filed Application No. 84996 for changes to the following water rights within BANNOCK County(s): Right No(s). 29-11732; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed point of diversion is in NWSE Sec 17 T07S R35E for 0.02 cfs from Portneuf River. The proposed place of use is in NWSE Sec 17 T07S R35E for 1 acre. For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 7/5/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/16/2021 and 6/23/2021