

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 84042

This is to certify that: IDAHO POWER
PO BOX 70
BOISE, ID 83707

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
51-24A	WR/DECREED	4/1/1881	0.250 cfs	N/A	N/A	25.0	BRUNEAU RIVER, GROUND WATER
51-26A	WR/DECREED	4/1/1905	0.100 cfs	N/A	N/A	25.0	BRUNEAU RIVER, GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
51-24A	NO	NO	YES	NO	NO	NO
51-26A	NO	NO	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
51-24A	51-24A	0.250 cfs	N/A	17.5	55.7	N/A	N/A	N/A	N/A	N/A
51-26A	51-26A	0.100 cfs	N/A	17.5	55.7	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		0.350 cfs	N/A	17.5	55.7		N/A	N/A	N/A	N/A

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 26th day of January, 2021.

for, Patrick Miley
Chief, Water Allocation Bureau

WATER RIGHT NO. 51-24A
As Modified by Transfer No. 84042

In accordance with the approval of Transfer No. 84042, Water Right No. 51-24A is now described as follows:

Right Holder: IDAHO POWER CO
 PO BOX 70
 BOISE, ID 83707

Priority Date: 4/1/1881

Source: GROUND WATER
Source: BRUNEAU RIVER

Tributary: BRUNEAU RIVER
Tributary: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	3/01	to 11/15	0.250 cfs
STOCKWATER	1/01	to 12/31	0.050 cfs
			0.250 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NESE Sec 31 Twp 06S Rge 06E OWYHEE County
 BRUNEAU RIVER NESE Sec 31 Twp 06S Rge 06E OWYHEE County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			31.0	1.3									3.2	20.2			55.7

Right Acre Limit: 17.5

POU Total Acres: 55.7

PLACE OF USE: STOCKWATER

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			X	X									X	X			

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of a specific 17.5 acres within the 55.7 acre place of use authorized by this right in a single irrigation season. The specific 17.5 acres to be irrigated by the right holder are shown in the electronic shape file associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 17.5 acre to be irrigated within the 55.7 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.

WATER RIGHT NO. 51-24A
As Modified by Transfer No. 84042

CONDITIONS OF APPROVAL

2. 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. 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.
4. Rights 51-24A and 51-26A when combined shall not exceed the irrigation of 17.5 acres.
5. The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
6. Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
7. The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
8. Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
9. Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
10. Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
11. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

WATER RIGHT NO. 51-26A**As Modified by Transfer No. 84042**

In accordance with the approval of Transfer No. 84042, Water Right No. 51-26A is now described as follows:

Right Holder: IDAHO POWER
PO BOX 70
BOISE, ID 83707

Priority Date: 4/1/1905

Source: GROUND WATER
Source: BRUNEAU RIVER

Tributary: BRUNEAU RIVER
Tributary: SNAKE RIVER

BENEFICIAL USE

IRRIGATION
STOCKWATER

From

3/01
1/01

To

to 11/15
to 12/31

Diversion Rate

0.100 cfs
0.050 cfs
0.100 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER
BRUNEAU RIVER

NESE
NESE

Sec 31 Twp 06S Rge 06E OWYHEE County
Sec 31 Twp 06S Rge 06E OWYHEE County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			31.0	1.3									3.2	20.2			55.7

Right Acre Limit: 17.5
POU Total Acres: 55.7

PLACE OF USE: STOCKWATER

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			X	X									X	X			

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of a specific 17.5 acres within the 55.7 acre place of use authorized by this right in a single irrigation season. The specific 17.5 acres to be irrigated by the right holder are shown in the electronic shape file associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 17.5 acre to be irrigated within the 55.7 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.

WATER RIGHT NO. 51-26A
As Modified by Transfer No. 84042

CONDITIONS OF APPROVAL

2. 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. 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.
4. Rights 51-24A and 51-26A when combined shall not exceed the irrigation of 17.5 acres.
5. The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
6. Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
7. The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
8. Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
9. Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
10. Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
11. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

State of Idaho
Department of Water Resources

Attachment to Water Right Transfer 84042

51-24A and 51-26A

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.



-  Permissible POU
-  Transfer POD
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles



RECEIVED

NOV 23 2020
AMENDED
WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

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) Idaho Power

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 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**

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

Name of Applicant(s) Idaho Power Phone (208) 388-2602
Mailing address PO Box 70 Boise ID 83707 Email KDavis2@idahopower.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**.

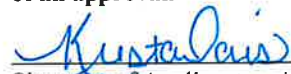
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Kresta Davis Phone (208) 388-2602
Mailing address PO Box 70 Boise ID 83707 Email KDavis2@idahopower.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

Kresta Davis

Print Name and Title if applicable

Nov. 12, 2020

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 Ownership
- 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**.
Idaho Power has purchased water rights 51-24A and 51-26A and is seeking to change the place of use for both rights. The transfer will establish an approximately 56 acre permissible place of use but limited to an annual irrigation of not more 17.5 acres. The stockwater use will also apply to the 56 acre PPU and the POD will be clarified.

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 ☒ ☐	51-24A	0.25	Irrigation	3/01 to 11/15	Bruneau River
☒ ☐	51-24A	0.05	Stockwater	1/01 to 12/31	Bruneau River
☒ ☐	51-26A	0.1	Irrigation	3/01 to 11/15	Bruneau River
☒ ☐	51-26A	0.05	Stockwater	1/01 to 12/31	Bruneau River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.35 cfs and/or 70 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.35 cubic feet per second and/or 70 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 #
Start		SW	NE	SE	31	06S	06E	Owyhee	Bruneau River	Stockwater
End		NW	SW	NE	31	06S	06E	Owyhee	Bruneau River	Stockwater

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	
06S	06E	31			31	1.3									3.2	20.2			55.7
06S	06E				S	S									S	S			
Total Acres (for irrigation use)																			55.7

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:
The water is pumped from a sump that was installed under approved transfer 81798. Idaho Power is willing to accommodate a lockable device on either a valve or power control box as may be required by IDWR. A POD also exists to pump from the Bruneau River. For stockwater, livestock have access to the Bruneau River.
- b. Who owns the property at the point(s) of diversion? Lance and Alice Gennette
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Idaho Power has an easement with the landowner for access to the installed sump and to a ditch to convey the water to the Idaho Power property.
- 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: N/A
- 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:
The land currently being irrigated will remain irrigated using water shares from the Bruneau Buckaroo Cooperative Ditch Company and water right 51-25A. Water right 51-25A will continue to share two PODs with rights 51-24A and 51-26A for irrigation purposes. See also transfer for water right 51-25A.
- 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:
Both 51-24A and 51-26A share a combined limit with water from the Bruneau Buckaroo Ditch. Idaho Power has been authorized by the Bruneau Buckaroo Coop Ditch Company to transfer 15 MI of water owned by Idaho Power from another parcel to the proposed PPU. Diversions for all rights combined will not exceed 70 acft/yr.
- 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. 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.

This image shows a blank sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook paper. There are no margins, text, or other markings on the page.

Page 6

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WATER RIGHT REPORT

1/27/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 51-24A

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<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ALICE GENNETTE
Current Owner	LANCE D GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 2088452377
Original Owner	DELIA HEWITT
Priority Date:	04/01/1881
Basis:	Decreed
Status:	Active

<u>Source</u>	<u>Tributary</u>
BRUNEAU RIVER	SNAKE RIVER
GROUND WATER	BRUNEAU RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
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IRRIGATION	3/01	11/15	0.25 CFS
STOCKWATER	1/01	12/31	0.05 CFS
Total Diversion			0.25 CFS

Location of Point(s) of Diversion:

GROUND WATER | NESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County
 BRUNEAU RIVER | SWNESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE	9		SENE	1						
				NESE	12		NWSE	3						

Place of Use Legal Description: STOCKWATER OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE			SENE							
				NESE			NWSE							

Total Acres: 25

Conditions of Approval:

1. 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.
2. X35 Rights 51-24A, 51-25A, and 51-26A when combined shall not exceed the irrigation of 25 acres.
3. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
4. X53 Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. 073 Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
7. W04 Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
8. 225 Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
9. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 12/01/2000

Enlargement Use Priority Date:

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: NWD

Generic Max Rate per Acre: 0.01

Generic Max Volume per Acre: 4

Combined Acres Limit: 25

Combined Volume Limit:

Combined Rate Limit: 0.4

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

Close

Department of

Water Resources

[Water Rights](#)[Wells](#)[Streams/Dams/Floods](#)[Forms](#)[Water Data](#)[Maps/Spatial Data](#)[Legal Actions](#)[Water Resource Board](#)[Home](#)[Water Rights](#)[Research](#)[Search Water Rights](#)

Water Rights

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WATER RIGHT REPORT

1/27/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 51-26A

[Close](#)

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ALICE GENNETTE
Current Owner	LANCE D GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 2088452377
Original Owner	DELIA HEWITT

Priority Date: 04/01/1905

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BRUNEAU RIVER	SNAKE RIVER
GROUND WATER	BRUNEAU RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
-----------------------	-------------	-----------	-----------------------	---------------

IRRIGATION	3/01	11/15	0.1 CFS
STOCKWATER	1/01	12/31	0.05 CFS
Total Diversion			0.1 CFS

Location of Point(s) of Diversion:

GROUND WATER | NESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County
 BRUNEAU RIVER | SWNESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE	9		SENE	1						
				NESE	12		NWSE	3						

Place of Use Legal Description: STOCKWATER OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE			SENE							
				NESE			NWSE							

Total Acres: 25

Conditions of Approval:

1. 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.
2. X35 Rights 51-24A, 51-25A, and 51-26A when combined shall not exceed the irrigation of 25 acres.
3. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
4. X53 Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. 073 Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
7. W04 Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
8. 225 Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
9. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 12/01/2000

Enlargement Use Priority Date:

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: NWD

Generic Max Rate per Acre: 0.004

Generic Max Volume per Acre: 4

Combined Acres Limit: 25

Combined Volume Limit:

Combined Rate Limit: 0.4

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

Close

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is made this 4TH day of April, 2016 ("**Effective Date**"), by and between **Lance D. Gennette and Alice M. Gennette**, and their successors and assigns (collectively, "**Seller**"), and **Idaho Power Company**, an Idaho corporation, and its successors and assigns (collectively, "**Buyer**").

RECITALS

A. Seller is the owner of that certain real property consisting of approximately 51.073 acres of land more particularly described in **Exhibit A** attached hereto and made a part hereof and as further described below ("**Property**"). The Property is depicted on **Exhibit A-1** attached hereto and made a part hereof.

B. Buyer desires to purchase the Property and Seller desires to sell, transfer and convey the Property according to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Agreement to Purchase and Sell. Subject to the terms of this Agreement, Seller shall sell, convey, grant, transfer and assign to Buyer, and Buyer shall purchase from Seller, Seller's right, title and interest in and to the Property. The term "**Property**" shall include, without limitation, (i) all improvements located thereon, (ii) all rights, tenements and appurtenances thereto, including, without limitation, all water rights, and (iii) all rights and permits associated with the Property including without limitation all land use permits, business permits and water permits.

2. Purchase Price. The purchase price for the Property shall be [REDACTED] ("**Purchase Price**") payable in full on the Closing Date defined below.

3. Earnest Money. Within seven (7) calendar days after execution of this Agreement, Buyer shall pay Seller earnest money ("**Earnest Money**") in the amount of [REDACTED] by certified cashier's check, and said earnest money shall be applied to the Purchase Price.

4. Conditions in Favor of Buyer. Buyer's obligation to close the transaction is subject to all of the conditions set forth in this Section 4 (collectively, "**Conditions Precedent**"), and all the Conditions Precedent must be satisfied or waived by Buyer in its sole and absolute discretion before Buyer shall be obligated to purchase the Property. Seller agrees, as an affirmative covenant of Seller, to reasonably cooperate with Buyer and execute such documents that are reasonably necessary to satisfy the Conditions Precedent.

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Gennette Purchase and Sale Agreement

4.1 Condition of Property and Review Period. Buyer shall have determined in its sole and absolute discretion and prior to Closing that all aspects of the physical, legal and economic condition of the Property (including all title and environmental matters) are entirely suitable for Buyer's intended use. Buyer shall have sixty (60) days after the Effective Date of this Agreement to review the Property ("**Review Period**"). During the Review Period, Buyer will have the right to review all matters related to the physical, legal, and economic condition of the Property, including all conditions in this Section 4 and title matters under Section 8 below.

By the end of the Review Period, Buyer will elect, at its sole and absolute discretion, whether to (1) proceed with the closing and purchase the Property under the terms set forth in the Agreement ("**Closing**") or (2) not proceed with the purchase of the Property. Buyer will provide Seller notice of its decision prior to the end of the Review Period. If Buyer elects not to proceed with the purchase of the Property, the Purchase Agreement will terminate without liability on the part of either Buyer or Seller, and the Earnest Money shall be returned to Buyer within thirty (30) days of Seller's notice.

4.2 Water Rights. Seller will convey ownership of the following water rights to Buyer at Closing as part of Seller's conveyance of the Property to Buyer: those certain water rights referred to as 51-24A and 51-26A, including shares from the Buckaroo Ditch which may be necessary to secure the conveyance of water rights 51-24A and 51-26A (collectively, the "**Water Rights**"). The Water Rights are more specifically described as follows:

51-24A
Priority 04/01/1881
Irrigation: 0.25 cfs
Stockwater: 0.05 cfs
Total Diversion: 0.25 cfs

51-26A
Priority 04/01/1905
Irrigation: 0.10 cfs
Stockwater: 0.05 cfs
Total Diversion: 0.10 cfs

In connection with Seller's conveyance of its ownership of the Water Rights to Buyer at Closing, Seller and Buyer will take all appropriate steps to provide for the transfer of the Water Rights from Buyer to Seller under the rules and regulations of the Idaho Department of Water Resources ("**IDWR**"), including without limitation the following steps:

4.2.1 Seller will complete the appropriate forms to authorize Buyer to act on behalf of Seller with respect to the Water Rights at IDWR or during any other agency consultation.

4.2.2 Seller will cooperate with Buyer to establish the past and present use of the Water Rights on the Property, including, but not limited to, providing evidence of historical use and executing an affidavit regarding irrigation use.

4.2.3 Seller agrees to cooperate and continue using the Water Rights for irrigation on the Property prior to Closing.

4.2.4 Buyer will allocate the water from the Water Rights to the Property for a continuous five-year period following Closing, as deemed necessary by Buyer to establish beneficial use for the Water Rights.

4.3 Title Policy. The Title Company (defined below) shall be prepared to issue the Title Policy (defined below) as of Closing subject only to the Permitted Exceptions (defined below). The Title Policy shall insure, among other things, direct access to the Property from a public road. If such access is by virtue of an appurtenant easement, then the Title Policy shall include such appurtenant easement in its description of the interest in property to be insured and the easement must be in form acceptable to Buyer. The Title Policy shall also insure any other appurtenant easements benefiting the Property.

4.4 Representations, Warranties and Covenants. All representations and warranties of Seller in this Agreement shall be true and correct as of Closing. Seller shall have performed all obligations, covenants and agreements to be performed prior to Closing as set forth in this Agreement.

4.5 Failure of Conditions. If any of the conditions set forth in this Section 4 are not satisfied prior to Closing for reasons unrelated to Buyer's material default, Buyer shall have the right to terminate this Agreement by written notice delivered to Seller prior to Closing, and both parties shall be released from further liability under this Agreement except any indemnification and related obligations of the parties which survive the termination of this Agreement. In the event of such termination, the Earnest Money shall be returned to Buyer within thirty (30) days of Seller's notice.

5. Access to Property and Access Easement.

5.1 Access License. From and after the Effective Date and continuing until Closing, or the date this Agreement terminates, whichever is earlier, Seller hereby grants to Buyer, its agents, employees, contractors and independent contractors (collectively, "**Buyer's Agents**") the license to enter upon the Property for the purpose of conducting such tests, studies and inspections, including, without limitation, an environmental assessment of the Property, as are desired by Buyer in its sole and absolute discretion and at its sole expense. Buyer shall repair any damage solely caused by Buyer or Buyer's Agents to the Property and shall indemnify and hold Seller harmless from and against any costs, expenses, losses, attorney's fees and liabilities incurred or sustained by Seller either prior or subsequent to the close of escrow solely as a result of the negligent conduct of Buyer or Buyer's Agents upon the Property or relating to any mechanic's liens recorded by Buyer's Agents against the Property as a result of work undertaken by or contracted for by Buyer or Buyer's Agents hereunder.

5.2 Access Easement. At Closing, Seller shall grant Buyer a nonexclusive and permanent access easement across a portion of Seller's property ("**Easement Area**"), in a form and description acceptable to Buyer for the sole purpose of Buyer's ingress and egress to the Property. Buyer and Buyer's Agents will use the Easement Area for vehicular access to and from the Property, including, without limitation, the transportation of construction materials and equipment.

6. Summary of the Rights of an Owner. Seller hereby acknowledges that Buyer, in compliance with Idaho Statutes Title 7, Section 7-711A, has provided Seller with the appropriate Summary of Rights form.

7. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer that the following are true as of the Effective Date of this Agreement and shall be true as of the Closing:

7.1 Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2 No Default/Compliance with Laws. Seller is not in default under the terms of any contract, agreement, lease, license or understanding relating to the Property, and no condition or event has occurred which, after notice, the passage of time, or otherwise, would constitute a default under any of the same. To the best of Seller's knowledge, the Property is in full compliance with all laws, regulations, codes, rules, ordinances and orders affecting the Property and the Property is in compliance with all applicable building, fire, live-safety, subdivision, and zoning ordinances, laws, codes and regulations.

7.3 No Litigation. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding relating to the Property pending or threatened against or affecting Seller or the Property.

7.4 Environmental Matters.

7.4.1 Definitions. For purposes of this Agreement, the term "**Hazardous Materials**" shall collectively refer to hazardous or toxic wastes, materials or substances as said terms are defined under any applicable environmental law or act, including, without limitation, Title 42 U.S.C. § 9601, Title 42 U.S.C. § 6903 and "petroleum" as defined in Title 42 U.S.C. § 6991 or corresponding provisions of any future law or laws.

7.4.2 Representations.

A. To the best of the Seller's knowledge, the Property is not, nor has it been, contaminated with any Hazardous Materials.

B. Seller has not caused and will not cause the release of any Hazardous Materials on, in, under or about the Property.

C. To the best of the Seller's knowledge, there is no asbestos on, about, in or under the Property.

D. To the best of Seller's knowledge, the Property and the uses conducted on the Property are in compliance with all applicable environmental laws, codes, and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

E. The answers provided by Seller in any Hazardous Materials Questionnaire completed by Seller are truthful, accurate and complete.

F. To the best of Seller's knowledge, there are not (and there have not been) any underground storage tanks located on the Property.

G. To the best of Seller's knowledge, the Property has not been used as a landfill, dump or toxic or other waste disposal site.

7.5 Material Misstatement or Omissions. No representation or warranty made by Seller in this Agreement or in any document or agreement furnished in connection with this Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statement not misleading.

These representations and warranties shall constitute an ongoing representation, up to and including Closing, and shall survive Closing and recordation of the Deed (defined below).

8. Title. Buyer shall obtain a title commitment for the Title Policy (defined below) issued by Chicago Title Insurance Company ("**Title Company**"), together with complete and legible copies of all exceptions to title referenced in said commitment (collectively, the "**Title Commitment**"). The following shall apply to review and handling of title matters:

8.1 Upon Buyer's receipt and review of the Title Commitment, Buyer shall notify Seller in writing of any disapproved matters. The matters which Buyer does not disapprove within thirty (30) days of the Effective Date of this Agreement shall be deemed to be "**Permitted Exceptions.**"

8.2 If Buyer objects to Seller's title or to any item disclosed by the Title Commitment, Seller will, within ten (10) days after receipt of Buyer's notification of the objection, notify Buyer in writing whether or not Seller intends (in its sole and absolute discretion) to eliminate or cure any such matter to which an objection has been raised ("**Seller's Notice**").

8.3 If Seller advises Buyer that Seller does not intend to correct the matter to which Buyer has objected, Buyer at its option may elect to: (i) accept title subject to the matters to which Buyer has objected (in which case such matters shall be deemed to be included within the "Permitted Exceptions") or (ii) terminate this Agreement as provided in Section 4. In the event Seller advises Buyer that it desires to eliminate or cure any such defect in the title to

which Buyer has objected, Seller shall correct such identified defect within fifteen (15) days after the date Buyer receives Seller's Notice.

9. Delivery of Property. Upon Closing, Seller shall deliver vacant possession of the Property (with all personal property removed) to Buyer, and Seller agrees to terminate any leases affecting the Property and to cause any third parties to vacate the Property prior to Closing.

10. Escrow and Closing.

10.1 Closing and Closing Date. "Closing" shall mean the closing of the transaction contemplated in this Agreement. Closing shall occur at a place and time mutually agreed upon by the parties but in no event later than thirty (30) days following the date all of Buyer's Conditions Precedent have been satisfied in Buyer's sole and absolute discretion ("**Closing Date**").

10.2 Escrow Agent. The escrow agent for this transaction shall be Alliance Title & Escrow Corporation (Attention: Erin Dixon) whose address is 250 S. 5th St., Ste. 100, Boise, ID 83702, (208) 947-9113 ("**Escrow Agent**").

10.3 Buyer's Closing Obligations and Documents. The following documents, instruments and other materials ("**Buyer's Closing Documents**") will be delivered by Buyer to escrow, at Buyer's sole expense (unless otherwise provided):

10.3.1 Title Policy. An extended-coverage ALTA Owner's Policy of Title Insurance (current version) in the full amount of the Purchase Price insuring fee simple title to the Property (including any appurtenant easements) is vested in Buyer or Buyer's assignee, subject only to the Title Company's standard printed exceptions and the Permitted Exceptions ("**Title Policy**").

10.3.2 Delivery of Purchase Price and Other Funds. At Closing, Buyer will deliver to Seller, through escrow, the Purchase Price and other funds required to be paid by Buyer at the close of escrow.

10.3.3 Delivery of Documents. Buyer shall also deliver such other instruments as are required under Section 10.5 below.

10.4 Seller's Closing Obligations. The following documents, instruments and other materials ("**Seller's Closing Documents**") will be delivered by Seller to escrow, at Seller's sole expense (unless otherwise provided):

10.4.1 Non-foreign Person Affidavit. A non-foreign person affidavit pursuant to Section 1445 of the Internal Revenue Code, in form and substance acceptable to Buyer, duly executed.

10.4.2 Warranty Deed. A duly executed and acknowledged Warranty Deed conveying Seller's right, title and interest in and to the Property (including any appurtenant

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easements), to Buyer, in the form attached hereto as **Exhibit B** and made a part hereof, subject only to the Permitted Exceptions ("**Deed**");

10.4.3 Delivery of Documents. Seller shall also deliver such other instruments as are required under Section 10.5 below.

10.5 Other Instruments. Each party shall deliver at Closing such other duly executed and (if required) acknowledged instruments consistent with the terms of this Agreement which may be necessary for the consummation of the sale, including without limitation documents reasonably requested by either party evidencing the other party's authority to enter into and consummate this transaction and all transactions and agreements contemplated hereby.

10.6 Closing Costs. Buyer will pay the cost of a standard ALTA Owner's Policy of Title Insurance and Buyer shall pay the additional cost to obtain an extended-coverage ALTA Owner's Policy of Title Insurance and all additional costs attributable to endorsements required by Buyer. Buyer shall pay for all documentary or revenue stamps, transfer, sales and other taxes, if any, relating to Closing.

10.7 Pro-rations. The following items shall be prorated as of Closing: (i) real property taxes, any other taxes, and water assessments, using the last assessments available prior to Closing; and (ii) utilities. If the actual amounts of any items are not known at Closing, such items shall be apportioned as of Closing based on estimates and pro-rated when the actual amounts are determined.

10.8 Escrow Agent's Obligations. Escrow Agent shall record the documents to be recorded in the order required by the parties and shall carry out Closing in strict compliance with instructions provided by the parties.

11. Possession. Possession of the Property will be delivered to Buyer at Closing.

12. Risk of Loss. Until Closing, Seller shall assume all risk of loss or damage with respect to the Property. In the event of any loss or damage to all or any part of the Property prior to Closing, Buyer shall have the right to (i) terminate this Agreement as provided in Section 4.5 or (ii) close the purchase of the Property and reduce the Purchase Price by an equitable amount equal to the loss or damage.

13. Default and Remedies/Termination.

13.1 Buyer's Default. In the event this transaction fails to close due to Buyer's material default, the parties agree that it would be extremely difficult to fix Seller's actual damages. Therefore, the parties agree that an amount not to exceed fifty percent (50%) of the Earnest Money ("**Default Remedy**") represents a fair and reasonable estimate of the damages Seller would suffer as a result of such default by Buyer. In the event of such default, Seller agrees to accept said Default Remedy as its sole and exclusive remedy and Seller expressly waives all other claims to damages and all other remedies under law or equity.

13.2 Seller's Default. If escrow fails to close because of Seller's default, then Buyer shall have all remedies available under law and equity, including without limitation specific performance. Buyer's remedies in the event of Seller's default shall be cumulative.

14. Indemnification. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any investigation of the Property or uses conducted on the Property made by or on behalf of Buyer prior to Closing, Seller agrees to indemnify, defend, and hold Buyer harmless from any and all damages, claims, suits, losses, diminution in property value, liabilities, or expense sustained directly or indirectly by Buyer (including, without limitation, attorney fees and costs) (collectively, "**Damages**") resulting from the breach of, or misstatement in, any representation or warranty of Seller including those set forth in Section 7. Seller's obligation to indemnify, defend, and hold Buyer harmless is not limited in any manner by the consideration received by Seller under this Agreement, and the indemnification and related obligations of Seller and all of the provisions of this Section 14 shall survive Closing and the recording of the Deed. This provision shall not be limited by the terms of Section 15 below (Default and Remedies/Termination).

Miscellaneous.

14.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.2 Assignment. Buyer shall have the right to assign this Agreement and all Buyer's rights hereunder in its sole and absolute discretion without Seller's consent, and Seller shall fulfill all of its obligations hereunder to Buyer's assignee as if the assignee was the original Buyer hereunder. In the event of an assignment of Buyer's rights hereunder, all references to "Buyer" shall refer to the assignee. The assignment shall be effective upon delivery of written notice thereof to Seller.

14.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assignees, heirs and personal representatives.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

14.5 Attorneys' Fees and Costs. In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other litigation related expenses.

14.6 Entire Agreement; Amendments. This Agreement, together with all Exhibits hereto, constitutes the entire agreement and understanding between the parties regarding the purchase and sale of the Property and supersedes all prior and contemporaneous

offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

14.7 Exhibits. All exhibits referenced herein are attached to this Agreement and incorporated into the terms of this Agreement.

14.8 Time of the Essence/Calculation of Time. Time is of the essence of each and every term, provision, covenant and obligation of the parties under this Agreement.

14.9 Notices and Delivery. All notices or other written communications hereunder shall be in writing and shall be deemed to have been properly given: (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged in writing by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any nationally-recognized overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Lance D. Gennette and Alice M. Gennette
29685 Hot Springs Road
Bruneau, ID 83604

Telephone No. (208) 845-2377

If to Buyer: Idaho Power Company
Attn: Corporate Real Estate, Plaza II
Post Office Box 70
Boise, ID 83701

Telephone No: (208) 388-2205
E-mail: rthiel@idahopower.com

The above addresses for Buyer and Seller shall be effective unless and until changed by five (5) days prior written notice given to the other party. The parties acknowledge and agree that the phone numbers and email addresses provided above are for convenience purposes only and that notices hereunder must be personally delivered, faxed, or mailed as provided above.

14.10 Interpretations, Survival of Warranties. To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, (b) words in the masculine gender shall include the feminine and neuter, and vice versa, and (c) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities. All warranties, representations and indemnifications of the parties herein shall survive Closing and be fully enforceable thereafter.

14.11 Non-Waiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

14.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.13 No Further Offers. Seller will not solicit or accept any offers, whether or not pending, so long as this Agreement remains in effect.

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

BUYER:

**Idaho Power Company,
an Idaho Corporation**

By: 

Ivan Sim

Title: Director, Corporate Real Estate

SELLERS:

By: 
Lance D. Gennette

By: 
Alice M. Gennette

List of Exhibits

Exhibit A – Property Description

Exhibit A-1 – ALTA/NSPS Land Title Survey – Dated March 18, 2016

Exhibit B – Form of Warranty Deed

Exhibit A
Property Description

A parcel of land in the Southwest Quarter of the Northeast Quarter and the North Half of the Southeast Quarter, less that portion thereof lying South and West of the Thread of the Bruneau River, all in Section 31, Township 6 South, Range 6 East, Boise Meridian, Owyhee County, Idaho, being a portion of Grantor's parcel (granted under WARRANTY DEED Instrument No. 263965) and more particularly described as follows:

COMMENCING at the Northeast Corner of Section 31 marked by a found 2 ½ inch Brass Cap, thence North 89°31'27" West, a distance of 2665.51 feet to the North Quarter Corner of Section 31 marked by a set 2 ½ inch Aluminum Cap;

Thence South 00°10'00" East, a distance of 1333.44 feet to the Northwest Corner of the Southwest Quarter of the Northeast Quarter (CN 1/16) marked by a set 2 ½ inch Aluminum Cap and the POINT OF BEGINNING:

Thence along the North line of the Southwest Quarter of the Northeast Quarter, South 89°38'20" East, a distance of 75.00 feet to the Witness Corner of the Northwest Corner marked by a set 3 ½ inch Idaho Power Company Property Boundary Brass Cap FENO monument;

Thence continuing along said North line, South 89°38'20" East, a distance of 1,262.30 feet to the Northeast Corner of the Southwest Quarter of the Northeast Quarter (NE 1/16) marked by a set 3 ½ inch Idaho Power Company Property Boundary Brass Cap FENO monument;

Thence along the East line of the Southwest Quarter of the Northeast Quarter, South 00°21'48" East, a distance of 1174.74 feet to a set 1 ½ inch Aluminum Cap;

Thence along the line established by Grantor and Idaho Power Company, North 86°55'16" West, a distance of 327.09 feet to a set 1 ½ inch Aluminum Cap;

Thence continuing along said line, South 12°26'16" East, a distance of 431.49 feet to a set 1 ½ inch Aluminum Cap;

Thence continuing along said line, South 63°51'09" East, a distance of 346.01 feet to a set 1 ½ inch Aluminum Cap;

Thence continuing along said line, South 08°19'48" East, a distance of 636.94 feet to the Witness Corner of the Southeast property corner to a set 3 ½ inch Idaho Power Company Property Boundary Brass Cap FENO monument;

Thence continuing along said line, South 08°19'48" East, a distance of 133.95 feet to the Thread of the Bruneau River as established on March 3, 2016;

Thence along the common boundary with the State of Idaho Department of Fish & Game lands, Northwesterly down the Thread of the Bruneau River 3,653 feet more or less to the West line of the Southwest Quarter of the Northeast Quarter, from which a found ½ inch rebar with plastic

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Final Short Form COS (ID) 4.1.13
Gennette Purchase and Sale Agreement

cap stamped "Mullinix PE/LS 2478" bears South 00°10'00" East, a distance of 273.58 feet;

Thence North 00°10'00" West, a distance of 78.52 feet to the POINT OF BEGINNING.

Together with and including that portion of the bed of the Bruneau River lying North and East of the above described Thread of the river.

Containing 51.073 acres more or less.



September 30, 2020

Idaho Department of Water Resources
322 E Front Street, Ste 648
Boise, Idaho 83720-0098

Subject: Idaho Power Company Representation

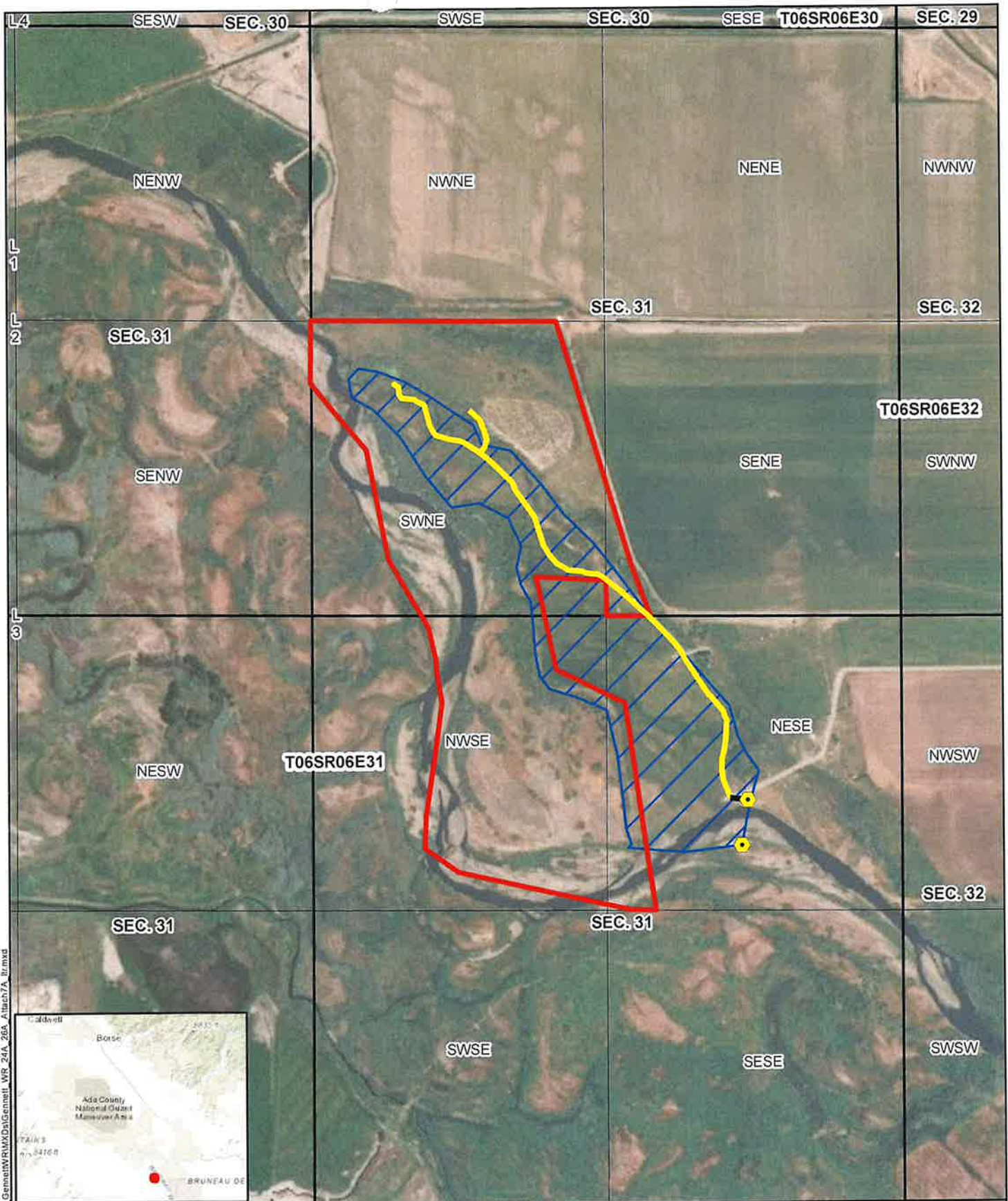
Kresta Davis, as representative of Idaho Power in matters associated with the company's water rights and water rentals and leases, has authorization to sign forms, applications and requests on behalf of the company. Please let me know if you have any questions or concerns

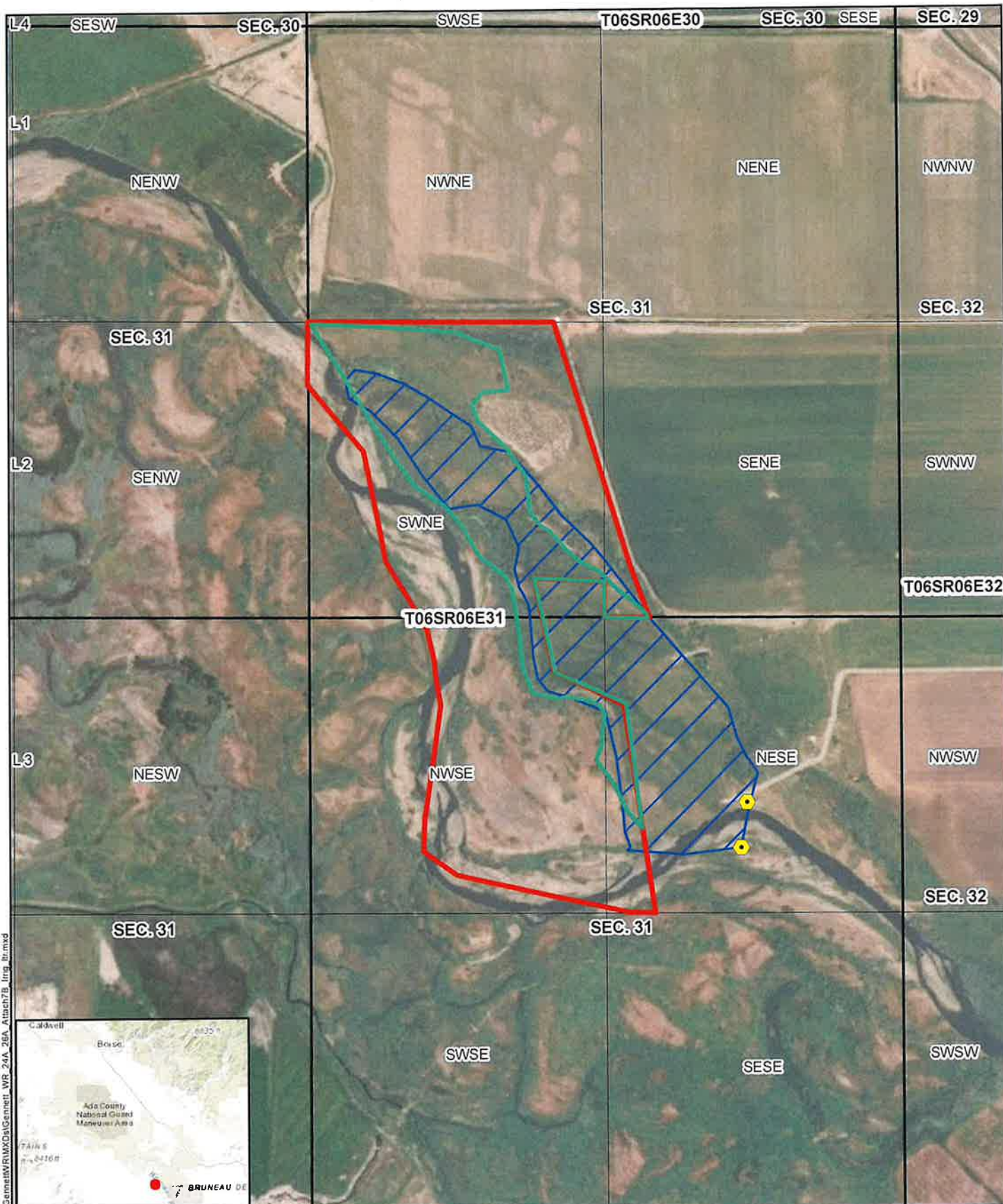
Sincerely,

A handwritten signature in blue ink, appearing to read "R. Adelman", with a long horizontal flourish extending to the right.

Ryan Adelman

Vice President of Power Supply

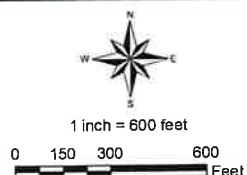




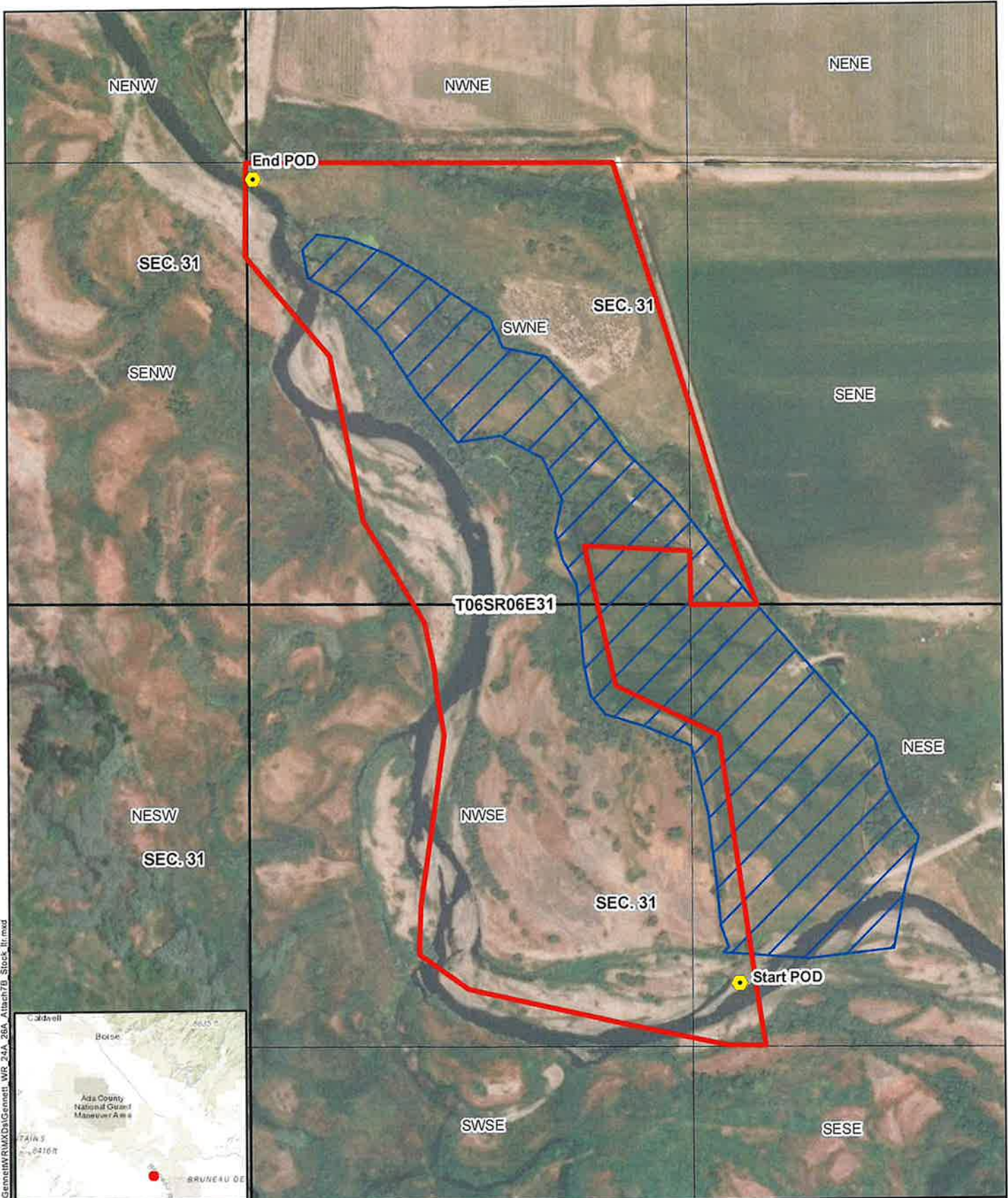
LEGEND

- POINTS OF DIVERSION
- FROM: PLACE OF USE
- TO: PERMISSIBLE PLACE OF USE
- PROPOSED IRRIGATED ACRES

ATTACHMENT 7B IDAHO POWER APPLICATION FOR TRANSFER WATER RIGHTS 51-24A AND 51-26A IRRIGATION USE



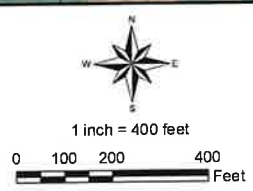
Date: 7/20/2020



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- LEGEND**
-  POINTS OF DIVERSION
 -  FROM: PLACE OF USE
 -  PROPOSED STOCK WATER ACRES

**ATTACHMENT 7B
IDAHO POWER
APPLICATION FOR TRANSFER
WATER RIGHTS 51-24A AND 51-26A
STOCK WATER USE**



Date: 7/20/2020

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/24/2020

Water Right 51-24A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LANCE D GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 (208) 845-2377
Current Owner	ALICE GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 (208) 845-2377
Original Owner	DELIA HEWITT , ID
Previous Owner	LESLIE D GENNETTE 29695 HOT SPRINGS RD BRUNEAU, ID 83604-5010 (208) 845-2150
Transfer Applicant	IDAHO POWER CO C/O KRESTA DAVIS-BUTTS PO BOX 70 BOISE, ID 83707 (208) 388-2602

Priority Date: 4/1/1881

Basis: Decreed

Status: Active

Source
BRUNEAU RIVER
GROUND WATER

Tributary
SNAKE RIVER
BRUNEAU RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/01	11/15	0.250 CFS	
STOCKWATER	1/01	12/31	0.050 CFS	
	<u>Total Diversion</u>		0.250 CFS	

Source and Point(s) of Diversion

BRUNEAU RIVER	SWNESE	Sec. 31, Twp 06S, Rge 06E, OWYHEE County
GROUND WATER	NESE	Sec. 31, Twp 06S, Rge 06E, OWYHEE County

Place Of Use

STOCKWATER within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			X	X									X	X			

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/24/2020

IRRIGATION within OWYHEE County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			9.0	1.0									12.0	3.0			25.0

POU Total Acres: 25.0

Conditions of Approval:

1. 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.
2. X35 Rights 51-24A, 51-25A, and 51-26A when combined shall not exceed the irrigation of 25 acres.
3. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
4. X53 Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. 073 Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
7. W04 Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
8. 225 Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
9. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates and Other Information

Decreed Date: 12/1/2000
State or Federal: S
Water District Number: NWD
Generic Max Rate Per Acre: 0.010
Generic Max Volume Per Acre: 4.0
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
0.400		25.0
51-24A ,51-26A ,51-25A		

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/24/2020

Verification Log

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/24/2020

Water Right 51-26A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LANCE D GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 (208) 845-2377
Current Owner	ALICE GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 (208) 845-2377
Original Owner	DELIA HEWITT , ID
Previous Owner	LESLIE D GENNETTE 29695 HOT SPRINGS RD BRUNEAU, ID 83604-5010 (208) 845-2150
Transfer Applicant	IDAHO POWER CO C/O KRESTA DAVIS-BUTTS PO BOX 70 BOISE, ID 83707 (208) 388-2602

Priority Date: 4/1/1905

Basis: Decreed

Status: Active

Source
BRUNEAU RIVER
GROUND WATER

Tributary
SNAKE RIVER
BRUNEAU RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/01	11/15	0.100 CFS	
STOCKWATER	1/01	12/31	0.050 CFS	
	Total Diversion		0.100 CFS	

Source and Point(s) of Diversion

BRUNEAU RIVER	SWNESE	Sec. 31, Twp 06S, Rge 06E, OWYHEE County
GROUND WATER	NESE	Sec. 31, Twp 06S, Rge 06E, OWYHEE County

Place Of Use

STOCKWATER within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			X	X									X	X			

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/24/2020

IRRIGATION within OWYHEE County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	06E	31			9.0	1.0									12.0	3.0			25.0

POU Total Acres: 25.0

Conditions of Approval:

1. 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.
2. X35 Rights 51-24A, 51-25A, and 51-26A when combined shall not exceed the irrigation of 25 acres.
3. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
4. X53 Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. 073 Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
7. W04 Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
8. 225 Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
9. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates and Other Information

Decreed Date: 12/1/2000
State or Federal: S
Water District Number: NWD
Generic Max Rate Per Acre: 0.004
Generic Max Volume Per Acre: 4.0
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
0.400		25.0
51-24A ,51-26A ,51-25A		

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/24/2020

Verification Log

SubCase:

N/A

Water Supply Bank:

N/A

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. **84042**

APR 27 2020

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFERWATER RESOURCES
WESTERN 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) Idaho PowerCheck 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: _____

* SUPERCEDED BY TRANSFER APP RECEIVED 11-23-2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Idaho Power Phone (208) 388-2602
Mailing address PO Box 70 Boise ID 83707 Email KDavis-Butts@idahopower.co

- ☐ 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 Kresta Davis-Butts Phone (208) 388-2602
Mailing address PO Box 70 Boise ID 83707 Email KDavis-Butts@idahopower.co

- ☒ 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.

Kresta Davis-Butts Kresta Davis-Butts, Senior Manager 4/20/2020
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

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Ownership

2. 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**.

3. 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**.

Idaho Power has purchased water rights 51-24A and 51-26A and is seeking to change the place of use for both water rights. Idaho Power is seeking to establish an approximately 56 acre permissible place of use but limited to an annual irrigation of not more 17.5 acres. The stockwater use will also apply to the 56 acre PPU.

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 ☒ ☐	51-24A	0.25	Irrigation	3/01 to 11/15	Bruneau River
☒ ☐	51-24A	0.05	Stockwater	1/01 to 12/31	Bruneau River
☒ ☐	51-26A	0.1	Irrigation	3/01 to 11/15	Bruneau River
☒ ☐	51-26A	0.05	Stockwater	1/01 to 12/31	Bruneau River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.35 cfs and/or 70 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.35 cubic feet per second and/or 70 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	
06S	06E	31			31	1.3									3.2	20.2			55.7
Total Acres (for irrigation use)																			55.7

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:

The water is pumped from a sump that was installed under approved transfer 81798. Idaho Power is willing to accommodate a lockable device on either a valve or power control box as may be required by IDWR.

- b. Who owns the property at the point(s) of diversion? Lance and Alice Gennette

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Idaho Power has an easement with the landowner for access to the installed sump and to a ditch to convey the water to the Idaho Power property.

- 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:

The land currently being irrigated will remain irrigated using water shares from the Bruneau Buckaroo Cooperative Ditch Company and water right 51-25A. Water right 51-25A will continue to share the POD with rights 51-24A and 51-26A.

- 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:

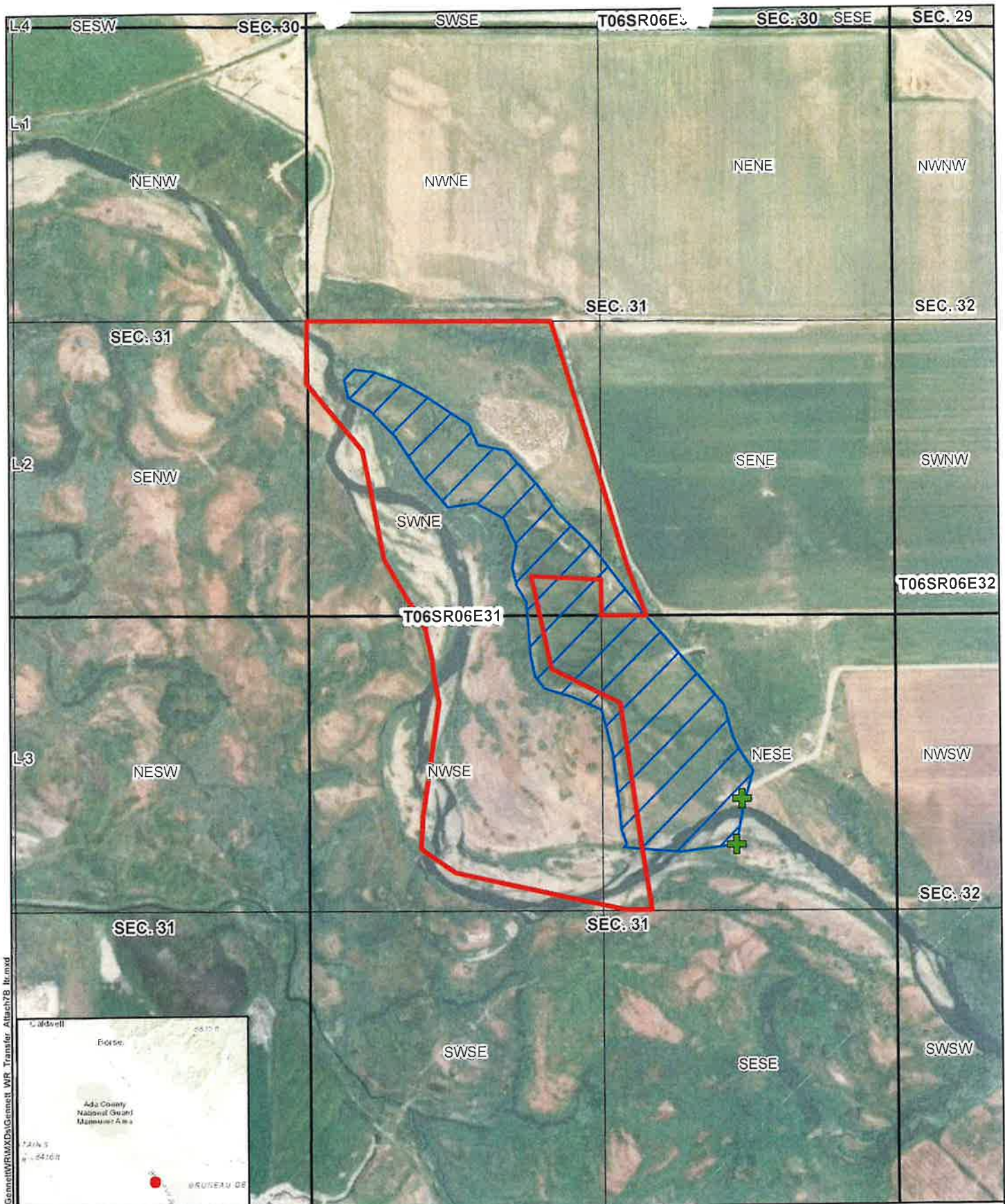
Both 51-24A and 51-26A share a combined limit with water from the Bruneau Buckaroo Ditch. Idaho Power has been authorized by the Bruneau Buckaroo Coop Ditch Company to transfer 15 MI of water owned by Idaho Power from another parcel to the proposed PPU. Diversions for all rights combined will not exceed 70 acft/yr.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

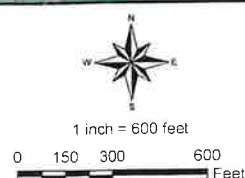


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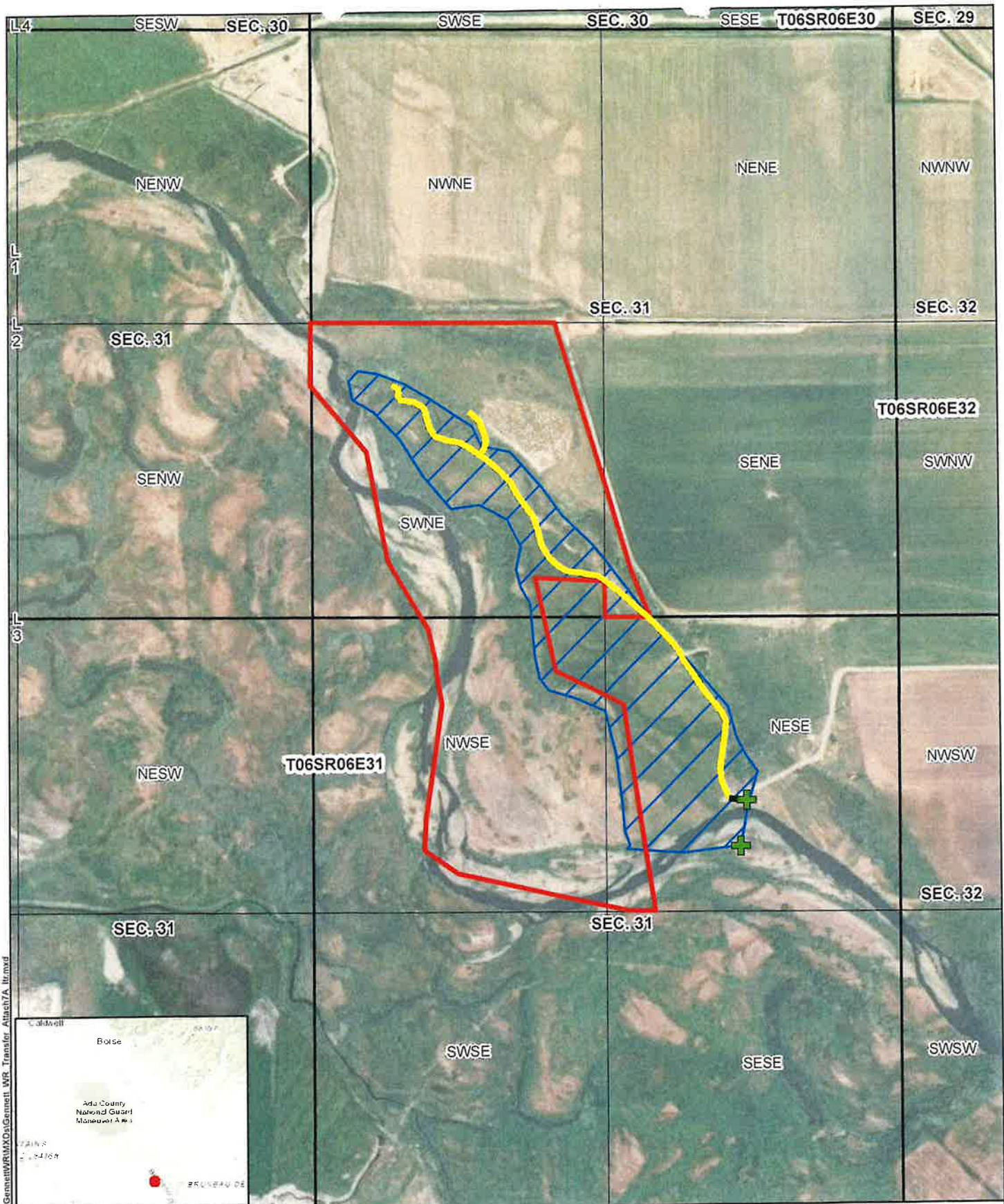
LEGEND

- POINTS OF DIVERSION
- FROM: PLACE OF USE
- TO: PERMISSIBLE PLACE OF USE

ATTACHMENT 7B IDAHO POWER APPLICATION FOR TRANSFER WATER RIGHTS 51-24A AND 51-26A



Date: 4/15/2020



Document Path: C:\Projects\Blew_Gennett\WRR\WRR\Gennett_WRR_Transfer_Attach7A_11r.mxd

LEGEND

- POINTS OF DIVERSION
- FROM: PLACE OF USE
- TO: PERMISSIBLE PLACE OF USE
- PIPELINE
- DELIVERY DITCH

ATTACHMENT 7A IDAHO POWER APPLICATION FOR TRANSFER WATER RIGHTS 51-24A AND 51-26A



1 inch = 600 feet
0 150 300 600
Feet



Date: 4/15/2020

Department of
Water Resources[Water Rights](#)[Wells](#)[Streams/Dams/Floods](#)[Forms](#)[Water Data](#)[Maps/Spatial Data](#)[Legal Actions](#)[Water Resource Board](#)[Home](#)[Water Rights](#)[Research](#)[Search Water Rights](#)

Water Rights

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WATER RIGHT REPORT

1/27/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 51-26A

[Close](#)

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ALICE GENNETTE
Current Owner	LANCE D GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 2088452377
Original Owner	DELIA HEWITT

Priority Date: 04/01/1905
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
BRUNEAU RIVER	SNAKE RIVER
GROUND WATER	BRUNEAU RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
-----------------------	-------------	-----------	-----------------------	---------------

Dates:

Licensed Date:

Decreed Date: 12/01/2000

Enlargement Use Priority Date:

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: NWD

Generic Max Rate per Acre: 0.01

Generic Max Volume per Acre: 4

Combined Acres Limit: 25

Combined Volume Limit:

Combined Rate Limit: 0.4

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

Close

IRRIGATION	3/01	11/15	0.25 CFS
STOCKWATER	1/01	12/31	0.05 CFS
Total Diversion			0.25 CFS

Location of Point(s) of Diversion:

GROUND WATER | NESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County
 BRUNEAU RIVER | SWNESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE	9		SENE	1						
				NESE	12		NWSE	3						

Place of Use Legal Description: STOCKWATER OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE			SENE							
				NESE			NWSE							

Total Acres: 25

Conditions of Approval:

1. 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.
2. X35 Rights 51-24A, 51-25A, and 51-26A when combined shall not exceed the irrigation of 25 acres.
3. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
4. X53 Diversion of water from groundwater is limited to those times when water is available for diversion under this right and priority from the Bruneau River at the point of diversion located in the NESE of section 31, township 06S, range 06E.
5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. 073 Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
7. W04 Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
8. 225 Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
9. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Department of
Water Resources



Water Rights Wells Streams/Dams/Floods Forms Water Data Maps/Spatial Data Legal Actions

Water Resource Board

Home Water Rights Research Search Water Rights

Water Rights

Overview FAQs Research Forms Transfers Contacts

WATER RIGHT REPORT

1/27/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 51-24A

Close

Owner Type	Name and Address
Current Owner	ALICE GENNETTE
Current Owner	LANCE D GENNETTE 29685 HOT SPRINGS RD BRUNEAU, ID 83604 2088452377
Original Owner	DELIA HEWITT
Priority Date: 04/01/1881	
Basis: Decreed	
Status: Active	

Source	Tributary
BRUNEAU RIVER	SNAKE RIVER
GROUND WATER	BRUNEAU RIVER

Beneficial Use	From	To	Diversion Rate	Volume
----------------	------	----	----------------	--------

IRRIGATION	3/01	11/15	0.1 CFS
STOCKWATER	1/01	12/31	0.05 CFS
Total Diversion			0.1 CFS

Location of Point(s) of Diversion:

GROUND WATER | NESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County
 BRUNEAU RIVER | SWNESE | Sec. 31 | Township 06S | Range 06E | OWYHEE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE	9		SENE	1						
				NESE	12		NWSE	3						

Place of Use Legal Description: STOCKWATER OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	06E	31		SWNE			SENE							
				NESE			NWSE							

Total Acres: 25

Conditions of Approval:

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5. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
6. 073 Diversion and use of water with a temperature greater than 85 degrees Fahrenheit is not authorized under this right.
7. W04 Use of this right is combined with water from Bruneau Buckaroo Ditch Co.
8. 225 Any transfer of or change to the point of diversion described under this right will require the right holder to provide evidence that the new point of diversion has a direct and immediate hydraulic connection to the Bruneau River.
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10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 12/01/2000

Enlargement Use Priority Date:

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: NWD

Generic Max Rate per Acre: 0.004

Generic Max Volume per Acre: 4

Combined Acres Limit: 25

Combined Volume Limit:

Combined Rate Limit: 0.4

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



Idaho Power Application For Transfer
51-24A and 51-26A
Attachment #4



December 12, 2019

Remington Buyer
Idaho Department of Water Resources
322 E Front Street, Ste 648
Boise, Idaho 83720-0098

Subject: Idaho Power Company Representation

Dear Mr. Buyer:

Kresta Davis-Butts, as representative of Idaho Power in matters associated with the company's water rights and water rentals and leases, has authorization to sign forms, applications and requests on behalf of the company. Please let me know if you have any questions or concerns.

Sincerely,

Tess Park

Vice President of Power Supply

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is made this 4TH day of April, 2016 ("**Effective Date**"), by and between **Lance D. Gennette and Alice M. Gennette**, and their successors and assigns (collectively, "**Seller**"), and **Idaho Power Company**, an Idaho corporation, and its successors and assigns (collectively, "**Buyer**").

RECITALS

A. Seller is the owner of that certain real property consisting of approximately 51.073 acres of land more particularly described in **Exhibit A** attached hereto and made a part hereof and as further described below ("**Property**"). The Property is depicted on **Exhibit A-1** attached hereto and made a part hereof.

B. Buyer desires to purchase the Property and Seller desires to sell, transfer and convey the Property according to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Agreement to Purchase and Sell. Subject to the terms of this Agreement, Seller shall sell, convey, grant, transfer and assign to Buyer, and Buyer shall purchase from Seller, Seller's right, title and interest in and to the Property. The term "**Property**" shall include, without limitation, (i) all improvements located thereon, (ii) all rights, tenements and appurtenances thereto, including, without limitation, all water rights, and (iii) all rights and permits associated with the Property including without limitation all land use permits, business permits and water permits.

2. Purchase Price. The purchase price for the Property shall be [REDACTED] ("**Purchase Price**") payable in full on the Closing Date defined below.

3. Earnest Money. Within seven (7) calendar days after execution of this Agreement, Buyer shall pay Seller earnest money ("**Earnest Money**") in the amount of [REDACTED] by certified cashier's check, and said earnest money shall be applied to the Purchase Price.

4. Conditions in Favor of Buyer. Buyer's obligation to close the transaction is subject to all of the conditions set forth in this Section 4 (collectively, "**Conditions Precedent**"), and all the Conditions Precedent must be satisfied or waived by Buyer in its sole and absolute discretion before Buyer shall be obligated to purchase the Property. Seller agrees, as an affirmative covenant of Seller, to reasonably cooperate with Buyer and execute such documents that are reasonably necessary to satisfy the Conditions Precedent.

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4.1 Condition of Property and Review Period. Buyer shall have determined in its sole and absolute discretion and prior to Closing that all aspects of the physical, legal and economic condition of the Property (including all title and environmental matters) are entirely suitable for Buyer's intended use. Buyer shall have sixty (60) days after the Effective Date of this Agreement to review the Property ("**Review Period**"). During the Review Period, Buyer will have the right to review all matters related to the physical, legal, and economic condition of the Property, including all conditions in this Section 4 and title matters under Section 8 below.

By the end of the Review Period, Buyer will elect, at its sole and absolute discretion, whether to (1) proceed with the closing and purchase the Property under the terms set forth in the Agreement ("**Closing**") or (2) not proceed with the purchase of the Property. Buyer will provide Seller notice of its decision prior to the end of the Review Period. If Buyer elects not to proceed with the purchase of the Property, the Purchase Agreement will terminate without liability on the part of either Buyer or Seller, and the Earnest Money shall be returned to Buyer within thirty (30) days of Seller's notice.

4.2 Water Rights. Seller will convey ownership of the following water rights to Buyer at Closing as part of Seller's conveyance of the Property to Buyer: those certain water rights referred to as 51-24A and 51-26A, including shares from the Buckaroo Ditch which may be necessary to secure the conveyance of water rights 51-24A and 51-26A (collectively, the "**Water Rights**"). The Water Rights are more specifically described as follows:

51-24A
Priority 04/01/1881
Irrigation: 0.25 cfs
Stockwater: 0.05 cfs
Total Diversion: 0.25 cfs

51-26A
Priority 04/01/1905
Irrigation: 0.10 cfs
Stockwater: 0.05 cfs
Total Diversion: 0.10 cfs

In connection with Seller's conveyance of its ownership of the Water Rights to Buyer at Closing, Seller and Buyer will take all appropriate steps to provide for the transfer of the Water Rights from Buyer to Seller under the rules and regulations of the Idaho Department of Water Resources ("**IDWR**"), including without limitation the following steps:

4.2.1 Seller will complete the appropriate forms to authorize Buyer to act on behalf of Seller with respect to the Water Rights at IDWR or during any other agency consultation.

4.2.2 Seller will cooperate with Buyer to establish the past and present use of the Water Rights on the Property, including, but not limited to, providing evidence of historical use and executing an affidavit regarding irrigation use.

4.2.3 Seller agrees to cooperate and continue using the Water Rights for irrigation on the Property prior to Closing.

4.2.4 Buyer will allocate the water from the Water Rights to the Property for a continuous five-year period following Closing, as deemed necessary by Buyer to establish beneficial use for the Water Rights.

4.3 Title Policy. The Title Company (defined below) shall be prepared to issue the Title Policy (defined below) as of Closing subject only to the Permitted Exceptions (defined below). The Title Policy shall insure, among other things, direct access to the Property from a public road. If such access is by virtue of an appurtenant easement, then the Title Policy shall include such appurtenant easement in its description of the interest in property to be insured and the easement must be in form acceptable to Buyer. The Title Policy shall also insure any other appurtenant easements benefiting the Property.

4.4 Representations, Warranties and Covenants. All representations and warranties of Seller in this Agreement shall be true and correct as of Closing. Seller shall have performed all obligations, covenants and agreements to be performed prior to Closing as set forth in this Agreement.

4.5 Failure of Conditions. If any of the conditions set forth in this Section 4 are not satisfied prior to Closing for reasons unrelated to Buyer's material default, Buyer shall have the right to terminate this Agreement by written notice delivered to Seller prior to Closing, and both parties shall be released from further liability under this Agreement except any indemnification and related obligations of the parties which survive the termination of this Agreement. In the event of such termination, the Earnest Money shall be returned to Buyer within thirty (30) days of Seller's notice.

5. Access to Property and Access Easement.

5.1 Access License. From and after the Effective Date and continuing until Closing, or the date this Agreement terminates, whichever is earlier, Seller hereby grants to Buyer, its agents, employees, contractors and independent contractors (collectively, "**Buyer's Agents**") the license to enter upon the Property for the purpose of conducting such tests, studies and inspections, including, without limitation, an environmental assessment of the Property, as are desired by Buyer in its sole and absolute discretion and at its sole expense. Buyer shall repair any damage solely caused by Buyer or Buyer's Agents to the Property and shall indemnify and hold Seller harmless from and against any costs, expenses, losses, attorney's fees and liabilities incurred or sustained by Seller either prior or subsequent to the close of escrow solely as a result of the negligent conduct of Buyer or Buyer's Agents upon the Property or relating to any mechanic's liens recorded by Buyer's Agents against the Property as a result of work undertaken by or contracted for by Buyer or Buyer's Agents hereunder.

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5.2 Access Easement. At Closing, Seller shall grant Buyer a nonexclusive and permanent access easement across a portion of Seller's property ("**Easement Area**"), in a form and description acceptable to Buyer for the sole purpose of Buyer's ingress and egress to the Property. Buyer and Buyer's Agents will use the Easement Area for vehicular access to and from the Property, including, without limitation, the transportation of construction materials and equipment.

6. Summary of the Rights of an Owner. Seller hereby acknowledges that Buyer, in compliance with Idaho Statutes Title 7, Section 7-711A, has provided Seller with the appropriate Summary of Rights form.

7. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer that the following are true as of the Effective Date of this Agreement and shall be true as of the Closing:

7.1 Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2 No Default/Compliance with Laws. Seller is not in default under the terms of any contract, agreement, lease, license or understanding relating to the Property, and no condition or event has occurred which, after notice, the passage of time, or otherwise, would constitute a default under any of the same. To the best of Seller's knowledge, the Property is in full compliance with all laws, regulations, codes, rules, ordinances and orders affecting the Property and the Property is in compliance with all applicable building, fire, live-safety, subdivision, and zoning ordinances, laws, codes and regulations.

7.3 No Litigation. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding relating to the Property pending or threatened against or affecting Seller or the Property.

7.4 Environmental Matters.

7.4.1 Definitions. For purposes of this Agreement, the term "**Hazardous Materials**" shall collectively refer to hazardous or toxic wastes, materials or substances as said terms are defined under any applicable environmental law or act, including, without limitation, Title 42 U.S.C. § 9601, Title 42 U.S.C. § 6903 and "petroleum" as defined in Title 42 U.S.C. § 6991 or corresponding provisions of any future law or laws.

7.4.2 Representations.

A. To the best of the Seller's knowledge, the Property is not, nor has it been, contaminated with any Hazardous Materials.

B. Seller has not caused and will not cause the release of any Hazardous Materials on, in, under or about the Property.

C. To the best of the Seller's knowledge, there is no asbestos on, about, in or under the Property.

D. To the best of Seller's knowledge, the Property and the uses conducted on the Property are in compliance with all applicable environmental laws, codes, and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

E. The answers provided by Seller in any Hazardous Materials Questionnaire completed by Seller are truthful, accurate and complete.

F. To the best of Seller's knowledge, there are not (and there have not been) any underground storage tanks located on the Property.

G. To the best of Seller's knowledge, the Property has not been used as a landfill, dump or toxic or other waste disposal site.

7.5 Material Misstatement or Omissions. No representation or warranty made by Seller in this Agreement or in any document or agreement furnished in connection with this Agreement contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statement not misleading.

These representations and warranties shall constitute an ongoing representation, up to and including Closing, and shall survive Closing and recordation of the Deed (defined below).

8. Title. Buyer shall obtain a title commitment for the Title Policy (defined below) issued by Chicago Title Insurance Company ("**Title Company**"), together with complete and legible copies of all exceptions to title referenced in said commitment (collectively, the "**Title Commitment**"). The following shall apply to review and handling of title matters:

8.1 Upon Buyer's receipt and review of the Title Commitment, Buyer shall notify Seller in writing of any disapproved matters. The matters which Buyer does not disapprove within thirty (30) days of the Effective Date of this Agreement shall be deemed to be "**Permitted Exceptions**."

8.2 If Buyer objects to Seller's title or to any item disclosed by the Title Commitment, Seller will, within ten (10) days after receipt of Buyer's notification of the objection, notify Buyer in writing whether or not Seller intends (in its sole and absolute discretion) to eliminate or cure any such matter to which an objection has been raised ("**Seller's Notice**").

8.3 If Seller advises Buyer that Seller does not intend to correct the matter to which Buyer has objected, Buyer at its option may elect to: (i) accept title subject to the matters to which Buyer has objected (in which case such matters shall be deemed to be included within the "Permitted Exceptions") or (ii) terminate this Agreement as provided in Section 4. In the event Seller advises Buyer that it desires to eliminate or cure any such defect in the title to

which Buyer has objected, Seller shall correct such identified defect within fifteen (15) days after the date Buyer receives Seller's Notice.

9. **Delivery of Property.** Upon Closing, Seller shall deliver vacant possession of the Property (with all personal property removed) to Buyer, and Seller agrees to terminate any leases affecting the Property and to cause any third parties to vacate the Property prior to Closing.

10. **Escrow and Closing.**

10.1 **Closing and Closing Date.** "Closing" shall mean the closing of the transaction contemplated in this Agreement. Closing shall occur at a place and time mutually agreed upon by the parties but in no event later than thirty (30) days following the date all of Buyer's Conditions Precedent have been satisfied in Buyer's sole and absolute discretion ("Closing Date").

10.2 **Escrow Agent.** The escrow agent for this transaction shall be Alliance Title & Escrow Corporation (Attention: Erin Dixon) whose address is 250 S. 5th St., Ste. 100, Boise, ID 83702, (208) 947-9113 ("**Escrow Agent**").

10.3 **Buyer's Closing Obligations and Documents.** The following documents, instruments and other materials ("**Buyer's Closing Documents**") will be delivered by Buyer to escrow, at Buyer's sole expense (unless otherwise provided):

10.3.1 **Title Policy.** An extended-coverage ALTA Owner's Policy of Title Insurance (current version) in the full amount of the Purchase Price insuring fee simple title to the Property (including any appurtenant easements) is vested in Buyer or Buyer's assignee, subject only to the Title Company's standard printed exceptions and the Permitted Exceptions ("**Title Policy**").

10.3.2 **Delivery of Purchase Price and Other Funds.** At Closing, Buyer will deliver to Seller, through escrow, the Purchase Price and other funds required to be paid by Buyer at the close of escrow.

10.3.3 **Delivery of Documents.** Buyer shall also deliver such other instruments as are required under Section 10.5 below.

10.4 **Seller's Closing Obligations.** The following documents, instruments and other materials ("**Seller's Closing Documents**") will be delivered by Seller to escrow, at Seller's sole expense (unless otherwise provided):

10.4.1 **Non-foreign Person Affidavit.** A non-foreign person affidavit pursuant to Section 1445 of the Internal Revenue Code, in form and substance acceptable to Buyer, duly executed.

10.4.2 **Warranty Deed.** A duly executed and acknowledged Warranty Deed conveying Seller's right, title and interest in and to the Property (including any appurtenant

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easements), to Buyer, in the form attached hereto as **Exhibit B** and made a part hereof, subject only to the Permitted Exceptions ("**Deed**");

10.4.3 Delivery of Documents. Seller shall also deliver such other instruments as are required under Section 10.5 below.

10.5 Other Instruments. Each party shall deliver at Closing such other duly executed and (if required) acknowledged instruments consistent with the terms of this Agreement which may be necessary for the consummation of the sale, including without limitation documents reasonably requested by either party evidencing the other party's authority to enter into and consummate this transaction and all transactions and agreements contemplated hereby.

10.6 Closing Costs. Buyer will pay the cost of a standard ALTA Owner's Policy of Title Insurance and Buyer shall pay the additional cost to obtain an extended-coverage ALTA Owner's Policy of Title Insurance and all additional costs attributable to endorsements required by Buyer. Buyer shall pay for all documentary or revenue stamps, transfer, sales and other taxes, if any, relating to Closing.

10.7 Pro-rations. The following items shall be prorated as of Closing: (i) real property taxes, any other taxes, and water assessments, using the last assessments available prior to Closing; and (ii) utilities. If the actual amounts of any items are not known at Closing, such items shall be apportioned as of Closing based on estimates and pro-rated when the actual amounts are determined.

10.8 Escrow Agent's Obligations. Escrow Agent shall record the documents to be recorded in the order required by the parties and shall carry out Closing in strict compliance with instructions provided by the parties.

11. Possession. Possession of the Property will be delivered to Buyer at Closing.

12. Risk of Loss. Until Closing, Seller shall assume all risk of loss or damage with respect to the Property. In the event of any loss or damage to all or any part of the Property prior to Closing, Buyer shall have the right to (i) terminate this Agreement as provided in Section 4.5 or (ii) close the purchase of the Property and reduce the Purchase Price by an equitable amount equal to the loss or damage.

13. Default and Remedies/Termination.

13.1 Buyer's Default. In the event this transaction fails to close due to Buyer's material default, the parties agree that it would be extremely difficult to fix Seller's actual damages. Therefore, the parties agree that an amount not to exceed fifty percent (50%) of the Earnest Money ("**Default Remedy**") represents a fair and reasonable estimate of the damages Seller would suffer as a result of such default by Buyer. In the event of such default, Seller agrees to accept said Default Remedy as its sole and exclusive remedy and Seller expressly waives all other claims to damages and all other remedies under law or equity.

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13.2 Seller's Default. If escrow fails to close because of Seller's default, then Buyer shall have all remedies available under law and equity, including without limitation specific performance. Buyer's remedies in the event of Seller's default shall be cumulative.

14. Indemnification. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any investigation of the Property or uses conducted on the Property made by or on behalf of Buyer prior to Closing, Seller agrees to indemnify, defend, and hold Buyer harmless from any and all damages, claims, suits, losses, diminution in property value, liabilities, or expense sustained directly or indirectly by Buyer (including, without limitation, attorney fees and costs) (collectively, "**Damages**") resulting from the breach of, or misstatement in, any representation or warranty of Seller including those set forth in Section 7. Seller's obligation to indemnify, defend, and hold Buyer harmless is not limited in any manner by the consideration received by Seller under this Agreement, and the indemnification and related obligations of Seller and all of the provisions of this Section 14 shall survive Closing and the recording of the Deed. This provision shall not be limited by the terms of Section 15 below (Default and Remedies/Termination).

Miscellaneous.

14.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.2 Assignment. Buyer shall have the right to assign this Agreement and all Buyer's rights hereunder in its sole and absolute discretion without Seller's consent, and Seller shall fulfill all of its obligations hereunder to Buyer's assignee as if the assignee was the original Buyer hereunder. In the event of an assignment of Buyer's rights hereunder, all references to "Buyer" shall refer to the assignee. The assignment shall be effective upon delivery of written notice thereof to Seller.

14.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assignees, heirs and personal representatives.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

14.5 Attorneys' Fees and Costs. In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other litigation related expenses.

14.6 Entire Agreement; Amendments. This Agreement, together with all Exhibits hereto, constitutes the entire agreement and understanding between the parties regarding the purchase and sale of the Property and supersedes all prior and contemporaneous

offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

14.7 Exhibits. All exhibits referenced herein are attached to this Agreement and incorporated into the terms of this Agreement.

14.8 Time of the Essence/Calculation of Time. Time is of the essence of each and every term, provision, covenant and obligation of the parties under this Agreement.

14.9 Notices and Delivery. All notices or other written communications hereunder shall be in writing and shall be deemed to have been properly given: (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged in writing by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any nationally-recognized overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Lance D. Gennette and Alice M. Gennette
29685 Hot Springs Road
Bruneau, ID 83604

Telephone No. (208) 845-2377

If to Buyer: Idaho Power Company
Attn: Corporate Real Estate, Plaza II
Post Office Box 70
Boise, ID 83701

Telephone No: (208) 388-2205
E-mail: rthiel@idahopower.com

The above addresses for Buyer and Seller shall be effective unless and until changed by five (5) days prior written notice given to the other party. The parties acknowledge and agree that the phone numbers and email addresses provided above are for convenience purposes only and that notices hereunder must be personally delivered, faxed, or mailed as provided above.

14.10 Interpretations, Survival of Warranties. To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, (b) words in the masculine gender shall include the feminine and neuter, and vice versa, and (c) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities. All warranties, representations and indemnifications of the parties herein shall survive Closing and be fully enforceable thereafter.

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14.11 Non-Waiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

14.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.13 No Further Offers. Seller will not solicit or accept any offers, whether or not pending, so long as this Agreement remains in effect.

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

BUYER:

**Idaho Power Company,
an Idaho Corporation**

By: 

Ivan Sim

Title: Director, Corporate Real Estate

SELLERS:

By: 
Lance D. Gennette

By: 
Alice M. Gennette

List of Exhibits

Exhibit A – Property Description

Exhibit A-1 – ALTA/NSPS Land Title Survey – Dated March 18, 2016

Exhibit B – Form of Warranty Deed

Exhibit A
Property Description

A parcel of land in the Southwest Quarter of the Northeast Quarter and the North Half of the Southeast Quarter, less that portion thereof lying South and West of the Thread of the Bruneau River, all in Section 31, Township 6 South, Range 6 East, Boise Meridian, Owyhee County, Idaho, being a portion of Grantor's parcel (granted under WARRANTY DEED Instrument No. 263965) and more particularly described as follows.

COMMENCING at the Northeast Corner of Section 31 marked by a found 2 ½ inch Brass Cap, thence North 89°31'27" West, a distance of 2665.51 feet to the North Quarter Corner of Section 31 marked by a set 2 ½ inch Aluminum Cap;

Thence South 00°10'00" East, a distance of 1333.44 feet to the Northwest Corner of the Southwest Quarter of the Northeast Quarter (CN 1/16) marked by a set 2 ½ inch Aluminum Cap and the POINT OF BEGINNING:

Thence along the North line of the Southwest Quarter of the Northeast Quarter, South 89°38'20" East, a distance of 75.00 feet to the Witness Corner of the Northwest Corner marked by a set 3 ½ inch Idaho Power Company Property Boundary Brass Cap FENO monument;

Thence continuing along said North line, South 89°38'20" East, a distance of 1,262.30 feet to the Northeast Corner of the Southwest Quarter of the Northeast Quarter (NE 1/16) marked by a set 3 ½ inch Idaho Power Company Property Boundary Brass Cap FENO monument;

Thence along the East line of the Southwest Quarter of the Northeast Quarter, South 00°21'48" East, a distance of 1174.74 feet to a set 1 ½ inch Aluminum Cap;

Thence along the line established by Grantor and Idaho Power Company, North 86°55'16" West, a distance of 327.09 feet to a set 1 ½ inch Aluminum Cap;

Thence continuing along said line, South 12°26'16" East, a distance of 431.49 feet to a set 1 ½ inch Aluminum Cap;

Thence continuing along said line, South 63°51'09" East, a distance of 346.01 feet to a set 1 ½ inch Aluminum Cap;

Thence continuing along said line, South 08°19'48" East, a distance of 636.94 feet to the Witness Corner of the Southeast property corner to a set 3 ½ inch Idaho Power Company Property Boundary Brass Cap FENO monument;

Thence continuing along said line, South 08°19'48" East, a distance of 133.95 feet to the Thread of the Bruneau River as established on March 3, 2016;

Thence along the common boundary with the State of Idaho Department of Fish & Game lands, Northwesterly down the Thread of the Bruneau River 3,653 feet more or less to the West line of the Southwest Quarter of the Northeast Quarter, from which a found ½ inch rebar with plastic

{00188553.DOC; 1}
Final Short Form COS (ID) 4.1.13
Gennette Purchase and Sale Agreement

cap stamped "Mullinix PE/LS 2478" bears South 00°10'00" East, a distance of 273.58 feet;

Thence North 00°10'00" West, a distance of 78.52 feet to the POINT OF BEGINNING.

Together with and including that portion of the bed of the Bruneau River lying North and East of the above described Thread of the river.

Containing 51.073 acres more or less.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 26, 2021

IDAHO POWER
PO BOX 70
BOISE ID 83707

Re: Transfer No: 84042
Water Right No(s): 51-24A, 51-26A

Transfer Approval Notice

Dear Water Right Holder and other Interested Persons:

The Department of Water Resources has issued the enclosed approved Transfer of Water Rights. Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Rights is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 334-2190

Sincerely,


DENISE L. LERMAN

for Nick Miller
Regional Manager

Enclosure

IDAHO POWER CO
PO BOX 70
BOISE ID 83707

CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2021 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 84042

Water Right No(s): 51-24A , 51-26A

IDAHO POWER
PO BOX 70
BOISE ID 83707

 (DENISE LAUERMAN)

for

Nick Miller

Regional Manager

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was held)

The accompanying order is a **Preliminary Order** issued by the Idaho Department of Water Resources (Department) pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department unless a party petitions for reconsideration or files an exception and brief as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the hearing officer within fourteen (14) days of the service date of the order as shown on the certificate of service. **Note: the petition must be received by the Department within this fourteen (14) day period.** The hearing officer will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding to the Director. Otherwise, this preliminary order will become a final order of the agency.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have fourteen (14) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Director. The Director retains the right to review the preliminary order on his own motion.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, request for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The Department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

TO: Transfer No. 84042
FROM: Kate Hulse
DATE: January 6, 2020
RE: Evaluation of Application

Idaho Power filed Transfer No. 84042 for Water Rights 51-24A and 51-26A. Idaho Power intends to pump water from a sump pump that was installed under approved transfer 81798. Idaho Power has an easement with the landowner for access to the installed sump and to a ditch to convey the water to the Idaho Power Property.

Idaho Power proposes to change the place of use. The POU proposed is in the Southwest Quarter of the Northeast quarter and the North half of the Southeast quarter lying south and west of the Bruneau River. The POU is a portion of the Grantors parcel in section 31, Township 6 South, Range 6 East, Boise Meridian, Owyhee County, Idaho.

Kresta Davis of Idaho Power Company is the representative for the transfer. Ms. Davis can be reached at (208) 388-2602. Or KDavis2 @idahopower.com

Authority to File:

The applicant is listed as Idaho Power. Water Rights 51-24A and 51-26A were in the name of Lance and Alice Genette, a purchase and sale agreement was submitted with transfer application. An ownership change is being executed through the transfer to Idaho Power.

Ryan Adelman vice president of Power Supply authorized Kresta Davis-Butts as representative of Idaho Power in matters associated with the company's water rights.

Water Right Validity:

The partial decree for water rights 51-26A and 51-24A were issued on 12/01/2000. These rights are presumed to be valid since beneficial use has occurred within the last five years. Beneficial use of 25 acre is confirmed by department aerial imagery, landsat images, google earth images, or other evidence.

Enlargement of Use:

Condition X35 states that 51-24A, 51-25A, and 51-26A are stacked together and not to exceed the irrigation of 25 acres. Water right 51-25A was omitted from the sales contract, however companion transfer 84541 was filed in order to reduce the acreage of 51-24A to 7.5 of irrigation. No enlargement is anticipated, Idaho Power is seeking to establish a 55.7 acre permissible POU limited to an annual irrigation of 17.5 acres, and water right 51-24A will be irrigating 7.5 acres.

Local Public Interest:

No information has been made available to suggest a conflict with public interest. The watermaster will receive a comment letter regarding this application and will state if they believe it is not in the local public interest.

Beneficial Use/Conservation of Water Resources:

The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

Summary

Water Right Overlap

Overlap review found that 51-24A, 51-25A, and 51-26A are conditioned with a combined use limit as to not exceed the irrigation of 25 acres. Idaho Power has purchased water rights 51-24A and 51-26A and is seeking to change the POU for both water rights to establish a 55.7 acre permissible place of use limited to an annual irrigation of 17.5 acres, Lance and Alice Gennette the owners of water right 51-25A filed a companion transfer to acknowledge that 51-25A has been reduced to 7.5 acres. Idaho Power has been authorized by Bruneau Buckaroo Cooperative Ditch Company to transfer 15 MI of water owned by Idaho Power from another parcel to the proposed POU. Diversions for all rights combined will not exceed limits of the right pre-transfer (0.40 cfs, 25 acres).

**IDAHO
POWER**

An IDACORP Company

NOV 23 2020

WATER RESOURCES
WESTERN REGION

November 4, 2020

Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83705-5082

Subject: Water Rights 51-24A and 51-26A

Enclosed you will find an updated application for transfer for water rights 51-24A and 51-26A. This updated application should replace the application previously submitted for transfer number 84042. This proposed transfer will change the ownership of the water rights and will establish a new permissible place of use for the irrigation portion of the two water rights. The transfer will also define the point of diversion for the stockwater portion of the rights. Also enclosed is a companion transfer for water right 51-25A owned by Lance Gennette. If you have any questions or need additional information you may contact me at (208) 388-2602.

Sincerely,

Kresta Davis

Water Resources & Policy Senior Manager

Huelse, Kate

From: Davis-Butts, Kresta <KDavis-Butts@idahopower.com>
Sent: Wednesday, June 17, 2020 2:18 PM
To: Huelse, Kate
Cc: Blew, David
Subject: Idaho Power transfer of water rights 51-24A and 51-26A

Good afternoon, Ms. Huelse,

Thanks for working with Idaho Power staff to clarify issues related to our transfer of water rights 51-24A and 51-26A. Although, we are working diligently to provide the appropriate documentation that you have requested in order to complete the processing of our transfer, I am requesting 90 days from the date of this email for completion of the documentation and maps. A favor of a reply is requested to confirm the 90 day period is acceptable.

Thanks again for your help on this issue.

Best Regards,

Kresta

Kresta Davis-Butts

WATER RESOURCES AND POLICY SENIOR MANAGER

Idaho Power | Water Resources and Policy

208-388-2602

Email kdavisbutts@idahopower.com

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April 20, 2020

Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83705-5082

RECEIVED

APR 27 2020

**WATER RESOURCES
WESTERN REGION**

Subject: Water Rights 51-24A and 51-26A

Enclosed you will find an application for transfer for water rights 51-24A and 51-26A. This proposed conveyance will change the ownership of the water rights and proposed transfer will establish a new permissible place of use for the two water rights. If you have any questions or need additional information you may contact me at (208) 388-2602.

Sincerely,



Kresta Davis-Butts

Water Resources & Policy Senior Manager