

AMENDEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**RECEIVED**

MAY 04 2021

SEP 17 2020

Department of Water Resources
Eastern Region**APPLICATION FOR TRANSFER OF WATER RIGHT**
PART 1Name of Applicant(s) NET PROPHET LLCPhone 208-406-9190Mailing address 146 E CHUBBUCK RD SUIT C CHUBBUC ID 83202Email jon@mypatriot.net

- ☐ 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 _____

Phone _____

Mailing address _____

Email _____

- ☐
- 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 _____

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 Change

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**.

With the land development into residential lots, we are needing to move the place of use to the south side of the property where no residential lots will be.

84993

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PART 1 ContinuedDepartment of Water Resources
Eastern Region**B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.**

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	29-2005	2.4 cfs	Irrigation	04/01 to 10/31	Spider Ck / Lower Rock Ck
☒ ☐	29-2005	0.02 cfs	Stock Water	01/01 to 12/31	Spring / Sinks
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.6 cfs and/or _____ acre-feet.2. Total amount of water proposed to be transferred or changed 1.26 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	36E	26												17			35	35	87
07S	36E	25											10.5						10.5
Total Acres (for irrigation use)																			97.5

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Eastern Region**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:
We will continue to water the ground the same way it has been done in past years which is gravity fed with a 6 inch line to the place of use.

- b. Who owns the property at the point(s) of diversion? Dawn Holiday; Ball - Amrose Revocable Trust
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Points of diversion are not changing.

- 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: No.

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:
Property will be in a subdivision and used for residential.

- 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:
None.

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

Yes No

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

If yes, describe:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

5/19/2021

Water Right 29-2005

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PIDCOCK CO INC 280 E PIDCOCK RD INKOM, ID 83245 (208) 775-3629

Priority Date: 8/20/1903

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	SINKS
SPIDER CREEK	LOWER ROCK CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.400 CFS	
STOCKWATER	01/01	12/31	0.020 CFS	
	<u>Total Diversion</u>		2.400 CFS	

Source and Point(s) of Diversion

SPRING	SWSWSW	Sec. 30, Twp 07S, Rge 37E, BANNOCK County
SPIDER CREEK	SENENW	Sec. 31, Twp 07S, Rge 37E, BANNOCK County

Conditions of Approval:

1. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 29D.
2. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
3. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
4. 205 The approval of this transfer redefines all of the elements of this water right, and the new use of water authorized by this approval shall constitute the full extent of the right.
5. T07 The right holder shall accomplish the change authorized by this transfer within one year(s) of the date of this approval.
6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
8. 004 This right does not grant any right-of-way or easement across the land of another.

Dates and Other Information

Decreed Date: 3/22/2004
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 29D
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 3.5
Mitigation Plan: False

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

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

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (**GIS**) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

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

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

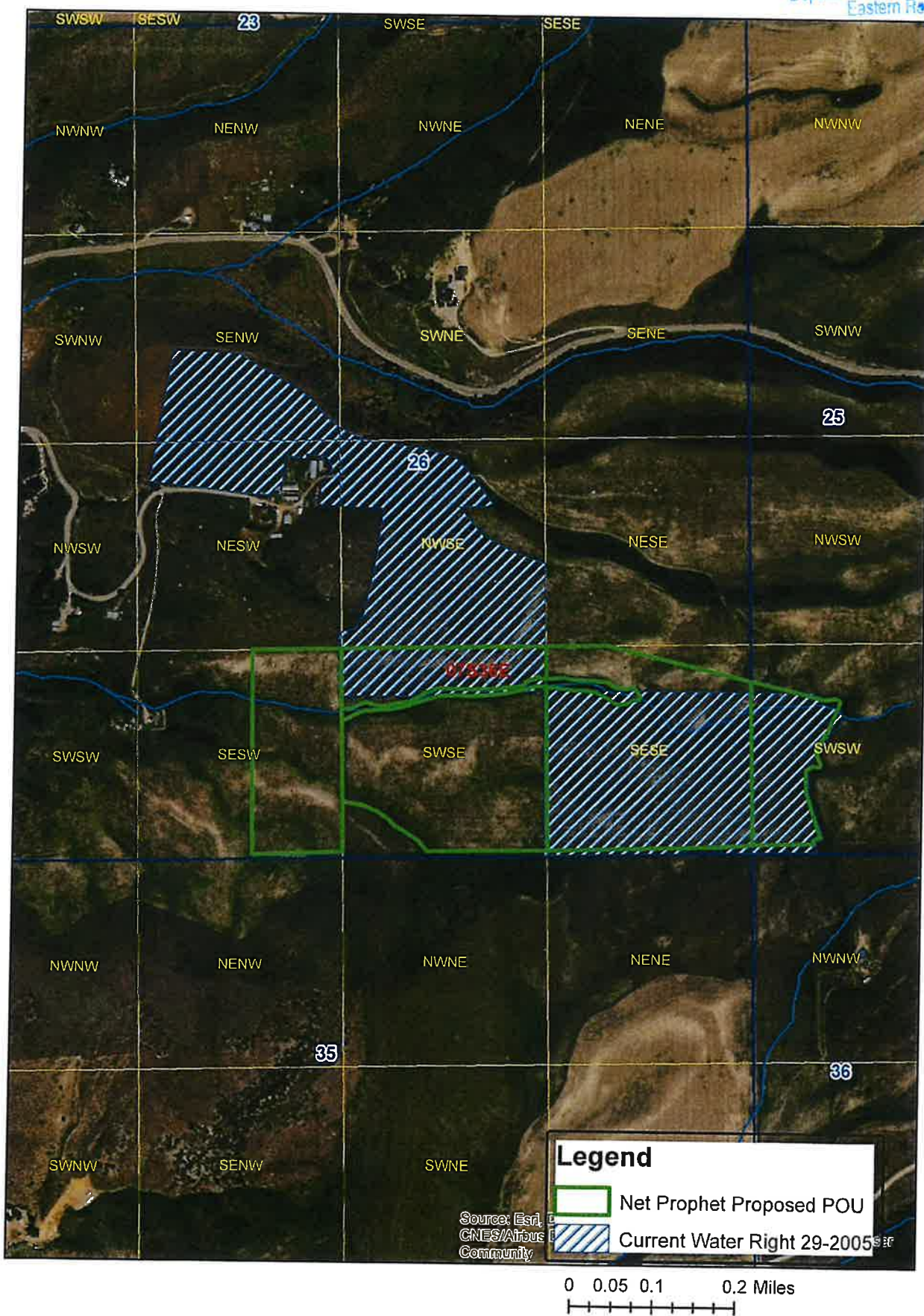
Received by MH Date May 4, 2021 Preliminary check by _____ Date _____

Fee paid \$580.- Date May 4, 2021 Received by JB Receipt # ES246915

Add'l fee paid: \$125.00 Date: 5/25/21 Received by: CH Receipt #: E646995

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

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SEP 17 2020
Department of Water Resources
Eastern Region



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 04 2018
Department of Water Resources
Eastern Water District

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-2005	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-10341	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Pidcock Co.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Net Prophet / Jon Thurnagle / Luke Jackson
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 146 E Chubbuck Rd. Suite C Chubbuck ID 83202
Mailing address City State ZIP
- 208-406-9190 jon@mypatriot.net
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: February 2018

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

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

SUPPORT DATA

IN FILE # 29-2005

8. Signature: [Signature] owner 4/23/2018
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] owner 4/23/2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date June 4, 2018 Receipt No. E044070 Receipt Amt. \$125

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

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

Returned unprocessed / Refund Request sent 9/6/19



135 N. Arthur Ave.
Pocatello, ID 83204

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 641746 SK/MH

WARRANTY DEED

For Value Received

The Pidcock Corporation

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Net Prophet, LLC.

hereinafter referred to as Grantee, whose current address is

146 East Chubbuck Road, Suite C Chubbuck, ID 83202

The following described premises, to-wit:

LEGAL DESCRIPTION EXHIBIT "A" ATTACHED

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 14, 2018

The Pidcock Company, Inc.

By: X Ken Pidcock
Ken Pidcock, President

State of Arizona, County of Yuma

This record was acknowledged before me on Feb 15, 2018 by KEN PIDCOCK, as
PRESIDENT of THE PIDCOCK CORPORATION.

*

Signature of notary public

Commission Expires: Feb 14, 2021

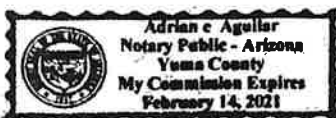


EXHIBIT A

Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho.

Section 25:

SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 26:

SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$

Also that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying Southerly of the Bill Jackson Creek Road, beginning at the intersection of the Southerly line of said road and the East line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 300 feet to the South line of the NE $\frac{1}{4}$; thence West along the South line to the Southwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 700 feet to the South line of said road; thence Southeasterly along said road line to the true point of beginning.

Also all that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 7 South, Range 36 East, Boise Meridian, lying Northerly and Easterly of the Easterly and Northerly right-of-way line of the presently constructed Pidcock Road.

Section 35:

N $\frac{1}{2}$ NW $\frac{1}{4}$

Exception No. 1:

Excepting therefrom: A tract beginning at the intersection of the Northerly line of Pidcock Road and the Easterly right of way line of the Inkorn Road; thence Easterly along the Northerly right of way line of Pidcock Road, 250 feet; thence Northerly and parallel to the Easterly right of way line of Inkorn Road, 350 feet, more or less, to intersect the Southerly right of way line of Green Canyon Road; thence Southwesterly along said Southerly right of way line of Green Canyon Road, 253 feet to the Easterly line of Inkorn Road; thence Southerly along said Easterly line 290 feet to the point of beginning of the excepted tract.

Exception No. 2:

Beginning at the Southwest 1/16 corner of Section 26, Township 7 South, Range 36 East, Bannock County, Idaho; thence Easterly along the South 1/16 line of said Section, 175 feet; thence Southerly parallel to the West 1/16 line of said Section, 550 feet; thence Westerly parallel to the South 1/16 line of said Section, 400 feet; thence Northerly parallel to the West 1/16 line of said Section, 550 feet, more or less, to intersect the South 1/16 line of said Section; thence Easterly along said South 1/16 line, 225 feet, more or less, to the point of beginning.

Exception No. 3:

Excepting therefrom: A parcel of land located in Sections 26 and 27, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 27, from which the Northeast corner of Section 27 bears North 00° 21' 35" West 2653.47 feet;

Thence North 89° 50' 03" West 411.82 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the easterly right of way line of Old Highway 91, the True Point of Beginning, said point being on a 1813.10 foot radius non-tangent curve concave to the southwest whose center bears South 62° 48' 27" West;

Thence northwesterly along said curve through a central angle of 40° 03' 46" a distance of 1267.77 feet (chord = North 47° 13' 26" West 1242.10 feet) to a found highway right of way monument;

Thence North 00° 05' 28" East 98.51 feet to a found rebar set on the southwest corner of Green Canyon Subdivision as recorded under instrument number 562082 in the official records of Bannock County;

Thence North 89° 54' 11" East 1529.40 feet along the south line of said Subdivision to a 5/8" rebar with cap set on the westerly right of way line of Inkorn Road;

Thence South 03° 05' 36" West 669.21 feet along said right of way line to the beginning of a 213.80 foot radius curve concave to the northwest;

Thence southwesterly along said curve through a central angle of 76° 06' 00" a distance of 283.97 feet (chord = South 41° 08' 36" West 263.55 feet);

Thence South 79° 11' 36" West 415.70 feet along said right of way line to the True Point of Beginning.

Initials

Exception No. 4:

Excepting therefrom the South 1/2 of the Northwest 1/4 of Section 25, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho, lying Northerly of Green Canyon Road.

Exception No. 5:

All that portion of the following legal description lying East of the Section line common to Sections 26 and 27: A parcel of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 27, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at the $\frac{1}{4}$ corner common to Sections 26 and 27, T 7S, R 36E.B.M., thence North 89°17'38" East along the latitudinal centerline of Section 26 a distance of 603.37 feet to a point on the centerline of an irrigation ditch; thence Northwesterly along the centerline of said irrigation ditch the following courses: North 04°25'16" West 17.25 feet; North 22°24'04" West 32.16 feet; North 18°16'21" West 12.63 feet to a point of intersection with the Southerly right-of-way of Pidcock Road; thence South 86°36'32" West along the Southerly right-of-way of Pidcock Road, 586.94 feet to a point of intersection with the Southerly right-of-way of Inkorn Road; thence South 77°50'08" West along the Southerly right-of-way of Inkorn Road, 151.32 feet to a point of intersection with the latitudinal centerline of Section 27; thence North 89°54'25" East to the $\frac{1}{4}$ corner common to Sections 26 and 27.

Exception No. 6:

A tract of land in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at the West Quarter corner of Section 25, Township 7 South, Range 36 East, Boise Meridian; thence North 87°29'07" East, 2627.74 feet to a point in Green Canyon Road, said point being South 89°29'07" West 2689.60 feet from the East Quarter corner of said Section 25, thence South 02°30'53" East, 15.86 feet to a point in the Southerly right of way line of Green Canyon Road, the Point of Beginning, said point marked with a $\frac{1}{2}$ -inch by 24-inch iron pin tagged LS-4430; thence South 00°38'05" East, 289.00 feet to a point marked with a $\frac{1}{2}$ -inch by 24-inch iron pin tagged LS-4430; thence South 88°05'15" West, 193.45 feet to a point marked with a $\frac{1}{2}$ -inch by 24-inch iron pin tagged LS-4430; thence North 05°33'39" East, 307.22 feet to a point in the Southerly right of way line of Green Canyon Road, said point marked with a $\frac{1}{2}$ -inch by 24-inch iron pin tagged LS-4430; thence South 86°18'38" East along the said right of way line for a distance of 160.70 feet to the Point of Beginning.

Exception No. 7:

Excepting that portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 26, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho, lying North of Green Canyon Road and any portion located in Green Canyon Subdivision.

 Initials  



Pioneer Title Co.
GOING BEYOND

135 N. Arthur Ave.
Pocatello, ID 83204

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

File No. 645570 SK/MH

WARRANTY DEED

For Value Received

Net Prophet, LLC.

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Luke Jarvis Jackson and Casey Jackson, husband and wife

hereinafter referred to as Grantee, whose current address is

1491 North Inkom Road, Inkom, ID 83245

The following described premises, to-wit:

LEGAL DESCRIPTION EXHIBIT "A" ATTACHED

Water Rights #29-10341 shall transfer, with the property, to Grantee, with Grantor maintaining a non-diversion stock water right.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 10, 2018

Net Prophet, LLC

By: _____

Jon Thuernagle, Member

By: _____

Chad Harding, Member

State of IDAHO, County of BANNOCK

This record was acknowledged before me on 4.10.18 by JON THUERNAGLE and
CHAD HARDING, as MEMBERS of NET PROPHET, LLC.

[Signature]
Signature of notary public

Commission Expires: 03/09/21



EXHIBIT A

Portions of Section 26, Township 7 South, Range 36 East Boise Meridian, Bannock County, Idaho, described as;

Parcel 1

S1/2 of the NW1/4 of Section 26.

Parcel 2

That portion of the S1/2 of the NE1/4 of Section 26 lying Southerly of Green Canyon Road.

Parcel 3

Commencing at the Center Quarter Corner of Section 26, Township 7 South, Range 36 East and running thence N 89°19'12" E 46.36 feet along the latitudinal centerline of said Section 26 to the True Point of Beginning;
Thence S 61°48'15" E 101.81 feet;
Thence N 90°00'00" E 690.55 feet;
Thence N 44°46'02" E 81.76 feet to the above mentioned latitudinal centerline of section 26;
Thence S 89°19'12" W 837.92 feet along the latitudinal centerline of Section 26 to the True Point of Beginning.

Parcel 4

Commencing at the Center Quarter Corner of Section 26, Township 7 South, Range 36 East and running thence S 89°16'00" W 1193.63 feet along the latitudinal centerline of said Section 26 to the True Point of Beginning;
Thence S 89°16'00" W 125.32 feet along the above mentioned latitudinal centerline to the West 1/16th line of Section 26;
Thence S 00°17'10" W 426.40 feet along the said West 1/16th line to a non-tangent curve to the right;
Thence 103.25 feet along said non-tangent curve to the right (Curve Data: Radius = 240.00', Delta = 24°38'59", Chord = N 39°38'36" E 102.46 feet);
Thence N 09°33'26" E 260.94 feet;
Thence N 11°32'30" E 93.67 feet to the True Point of Beginning.

Parcel 5

That portion of the NW1/4 of the SW1/4 of Section 26 lying Northerly and Easterly of the Easterly and Northerly right-of-way line of the presently constructed Pidcock Road.

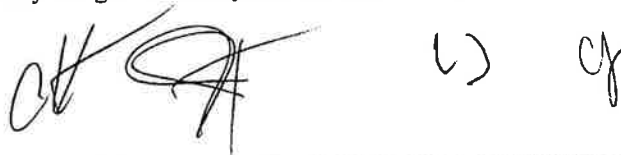
Parcel 6

An ingress/egress and public utility easement more particularly described as follows;

Commencing at the South Quarter corner of said Section 26, Township 6 South, Range 36 East and running thence N 00°14'26" E 2651.80 feet along the meridional centerline of Section 26 to the Center Quarter Corner of said Section 26, thence S 89°16'00" W 1193.62 feet along the latitudinal centerline of said Section 26, thence S 11°32'30" W 93.69 feet, thence S 09°33'26" W 154.32 feet to the True Point of Beginning;
Thence S 09°33'26" W 106.62 feet to a non-tangent curve to the right;
Thence along said non-tangent curve to the right 122.92 feet (Curve Data: Radius = 240.00', Delta = 29°20'45", Chord = N 66°38'28" E 121.58 feet);
Thence N 58°46'27" W 109.83 feet to the True Point of Beginning.

Excepting Therefrom:

1) A tract beginning at the intersection of the Northerly line of Pidcock Road and the Easterly right-of-way line of Inkorn Road; thence Easterly along the Northerly right-of-way line of Pidcock Road, 250 feet; thence Northerly and parallel to the Easterly right-of-way line of Inkorn Road, 350 feet, more or less, to intersect the Southerly right-of-way line of Green Canyon Road; Thence Southwesterly along said Southerly right-of-way line of Green Canyon Road, 253 feet to the Easterly line of Inkorn Road; Thence Southerly along said Easterly line 290 feet to the point of beginning of the excepted tract.

Handwritten signature and initials, including a large stylized 'A' and the letters 'CJ'.

2) A parcel of land located in Sections 26 and 27, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho and further described as follows: Beginning at the East quarter corner of said Section 27, from which the Northeast corner of Section 27 bears North 00° 21' 35" West 2653.47 feet; Thence North 89° 50' 03" West 411.82 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the easterly right of way line of Old Highway 91, the True Point of Beginning, said point being on a 1813.10 foot radius non-tangent curve concave to the southwest whose center bears South 62° 48' 27" West; Thence northwesterly along said curve through a central angle of 40° 03' 46" a distance of 1267.77 feet (chord = North 47° 13' 26" West 1242.10 feet) to a found highway right of way monument; Thence North 00° 05' 28" East 98.51 feet to a found rebar set on the southwest corner of Green Canyon Subdivision as recorded under instrument number 562082 in the official records of Bannock County; Thence North 89° 54' 11" East 1529.40 feet along the south line of said Subdivision to a 5/8" rebar with cap set on the westerly right of way line of Inkorn Road; Thence South 03° 05' 36" West 669.21 feet along said right of way line to the beginning of a 213.80 foot radius curve concave to the northwest; Thence southwesterly along said curve through a central angle of 76° 06' 00" a distance of 283.97 feet (chord = South 41° 08' 36" West 263.55 feet); Thence South 79° 11' 36" West 415.70 feet along said right of way line to the True Point of Beginning.

3) All that portion of the following legal description lying East of the Section line common to Sections 26 and 27: A parcel of land located in the SW¼NW¼, Section 26, and the SE¼NE¼, Section 27, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at the ¼ corner common to Sections 26 and 27, T 7S, R 36E.B.M., thence North 89°17'38" East along the latitudinal centerline of Section 26 a distance of 603.37 feet to a point on the centerline of an irrigation ditch; thence Northwesterly along the centerline of said irrigation ditch the following courses: North 04°25'16" West 17.25 feet; North 22°24'04" West 32.16 feet; North 18°16'21" West 12.63 feet to a point of intersection with the Southerly right-of-way of Pidcock Road; thence South 86°36'32" West along the Southerly right-of-way of Pidcock Road, 586.94 feet to a point of intersection with the Southerly right-of-way of Inkorn Road; thence South 77°50'08" West along the Southerly right-of-way of Inkorn Road, 151.32 feet to a point of intersection with the latitudinal centerline of Section 27; thence North 89°54'25" East to the ¼ corner common to Sections 26 and 27.

4) Excepting that portion of the S½NW¼ of Section 26, Township 7 South, Range 36 East, Boise Meridian, Bannock County, Idaho, lying North of Green Canyon Road and any portion located in Green Canyon Subdivision.

5) Commencing at the Center Quarter Corner of Section 26, Township 7 South, Range 36 East, point also being the True Point of Beginning;
Thence N 89°19'12" E 46.36 feet along the latitudinal centerline of said Section 26;
Thence N 61°48'15" W 60.38 feet;
Thence N 49°20'11" W 171.29 feet;
Thence N 31°42'19" W 121.25 feet;
Thence N 59°04'38" W 175.77 feet;
Thence N 59°03'30" W 247.30 feet;
Thence N 59°43'54" W 84.87 feet;
Thence N 59°10'46" W 37.42 feet;
Thence N 85°01'45" W 409.00 feet;
Thence S 11°32'30" W 585.84 feet to the latitudinal centerline of Section 26;
Thence N 89°16'00" E 1193.63 feet along the above mentioned latitudinal centerline of Section 26 to the True Point of Beginning.

6) Commencing at the West Quarter Corner of Section 26, Township 7 South, Range 36 East and running thence N 89°17'38" E 603.37 feet along the latitudinal centerline of Section 26 to a point on the centerline of an irrigation ditch, point also being the True Point of Beginning;
Thence N 89°17'38" E 80.00 feet more or less to the West right-of-way line of Pidcock Rd;
Thence along said West right-of-way line Northwest a distance of 120.00 feet more or less to the centerline of an irrigation ditch;
Thence S 18°16'21" E 12.63 feet along the centerline of an irrigation ditch;
Thence S 22°24'04" E 32.16 feet along the centerline of an irrigation ditch;
Thence S 04°25'16" E 17.25 feet along the centerline of an irrigation ditch to the latitudinal centerline of Section 26 being the True Point of Beginning.

7) Any portion of said property that falls within the right of ways of Green Canyon Road; Inkorn Road or Pidcock Road



WATER DISTRICT 29 - DPO BOX 354
INKOM ID 83245**Invoice**

Date

Invoice #

3/13/2018

230

Bill ToJOHN THURNAGLE
146 E CHUBBUCK ROAD
SUITE C
CHUBBUCK, ID 83202

Terms

Account #

Net 30

1015

Please return upper portion with your remittance.

Invoice Total

\$209.39

Item	Description	Amount
2018 Water Rights Assessme...	Assessment of Water Right Ownership for Large User	209.39

**Total**

\$209.39

Payments/Credits**Customer Total Balance Due**

\$209.39

For questions concerning this assessment, please contact Joyce Rendace at 208-241-5922 or Randy Smith at 208-503-2913.



WARRANTY DEED

Order No.: 226532AM

FOR VALUE RECEIVED

Net Prophet, LLC an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Thad Peterson and Heidi Peterson, husband and wife

whose current address is:

280 E Pidcock Rd
Inkom, ID 83245

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

See Attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 26, 2018

Net Prophet, LLC

By: _____

Chad Harding, Member

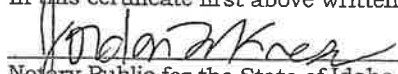
By: _____

Jon Thuernagle, Member

State of Idaho} ss
County of Bannock}

On this 27th day of April, 2018, before me, Jordan L. Kress a Notary Public in and for said state, personally appeared Jon Thuernagle and Chad Harding known or identified to me to be the Managing Members in the Limited Liability Company known as Net Prophet, LLC who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

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


Notary Public for the State of Idaho
Residing at: Pocatello, ID
Commission Expires: 7/26/2022

JORDAN L. KRESS
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "A"

226532AM

(Survey Parcel 3)

A portion of Section 26, Township 7 South, Range 36 East Boise Meridian, Bannock County, Idaho, more particularly described as follows;

Commencing at the West Quarter corner of said Section 26, Township 6 South, Range 36 East and running thence N 89°16'00" E 2637.88 feet to the Center Quarter Corner of said Section 26, thence S 00°14'26" W 1141.01 feet along the meridional centerline of said Section 26, thence N 90°00'00" W 61.62 feet to the True Point of Beginning;

Thence N 90°00'00" W 156.29 feet;
Thence N 56°33'38" W 514.09 feet;
Thence N 00°00'00" W 510.51 feet;
Thence N 81°44'08" E 69.85 feet to a tangent curve to the right;
Thence along said curve to the right 114.88 feet (Curve Data: Radius = 225.00', Delta = 29°15'18", Chord = S 83°38'13" E 113.64 feet);
Thence S 69°00'34" E 172.39 feet to a tangent curve to the left;
Thence along said curve to the left 91.80 feet (Curve Data: Radius = 525.00', Delta = 10°01'06", Chord = S 74°01'07" E 91.68 feet);
Thence S 08°47'22" W 471.93 feet;
Thence S 57°55'12" E 263.26 feet;
Thence S 01°51'19" E 98.10 feet to the True Point of Beginning.

TOGETHER WITH: a fifteen (15) foot wide public utility easement being the North fifteen (15) feet of the above described parcel.



WARRANTY DEED

Order No.: 232411AM

FOR VALUE RECEIVED

Net Prophet, LLC.

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

David Hershey and Sherry Hershey, husband and wife

whose current address is:

1427 Kelly Ct. Pacatello, ID 83201

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

(Survey Parcel 1)

A portion of Section 26, Township 7 South, Range 36 East Boise Meridian, Bannock County, Idaho, more particularly described as follows;

Commencing at the South Quarter corner of said Section 26, Township 6 South, Range 36 East and running thence N 00°14'26" E 2651.80 feet along the meridional centerline of Section 26 to the Center Quarter Corner of said Section 26, thence S 89°16'00" W 901.29 feet along the latitudinal centerline of said Section 26 to the True Point of Beginning;

Thence N 00°00'00" W 555.03 feet;

Thence N 85°01'45" W 175.75 feet;

Thence S 11°32'30" W 679.53 feet;

Thence S 09°33'26" W 260.94 feet to a non-tangent curve to the right;

Thence along said non-tangent curve to the right 162.74 feet (Curve Data: Radius = 240.00', Delta = 38°51'01", Chord = N 71°23'36" E 159.64 feet);

Thence S 89°10'54" E 203.10 feet;

Thence N 00°00'00" W 304.81 feet to the latitudinal centerline of Section 26 being the True Point of Beginning.

Together with:

A fifteen (15) foot wide public utility easement being the South fifteen (15) feet of the above described parcel.

An ingress/egress and public utility easement more particularly described as follows;

Commencing at the South Quarter corner of said Section 26, Township 6 South, Range 36 East and running thence N 00°14'26" E 2651.80 feet along the meridional centerline of Section 26 to the Center Quarter Corner of said Section 26, thence S 89°16'00" W 1193.62 feet along the latitudinal centerline of said Section 26, thence S 11°32'30" W 93.69 feet, thence S 09°33'26" W 154.32 feet to the True Point of Beginning;

Thence S 09°33'26" W 106.62 feet to a non-tangent curve to the right;

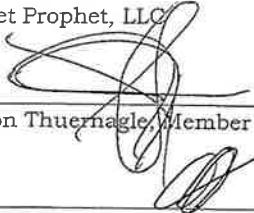
Thence along said non-tangent curve to the right 122.92 feet (Curve Data: Radius = 240.00', Delta = 29°20'45", Chord = N 66°38'28" E 121.58 feet);

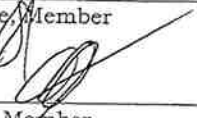
Thence N 58°46'27" W 109.83 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 27, 2018

Net Prophet, LLC

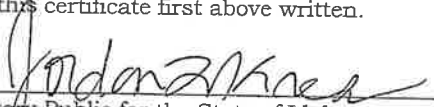

Jon Thuernagle, Member


Chad Harding, Member

State of Idaho } ss
County of Bannock }

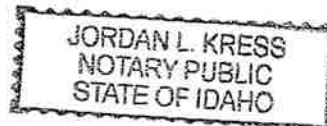
On this 27 day of April, 2018, before me, the undersigned a Notary Public in and for said state, personally appeared Jon Thuernagle and Chad Harding, known or identified to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed same.

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


Notary Public for the State of Idaho

Residing at: Pocatello

Commission Expires: 7/26/2022



I DAVID Hershey and Sherry Hershey release
my interest in my water right, water right number 29-2005 to Net Prophet LLC

[Signature]

Sign

8/20/2020

Date

[Signature]

Sign

8/20/2020

Date

[Signature]

Signature of Notary Public

Commission Expires: June 21, 2022

State of IDAHO, County of BANNOCK

This record was acknowledged before me on Aug. 20, 2020





Pioneer Title Co.
GOING BEYOND

135 N. Arthur Ave.
Pocatello, ID 83204

21808480

2018 Jun 13 PM 12:26:15

Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 653403 SK/MH

WARRANTY DEED

For Value Received

Net Prophet, LLC

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kristina L James and Andy Lavon James, wife and husband

hereinafter referred to as Grantee, whose current address is

W AS 1007 Stripes Road Pocatello, ID 83202

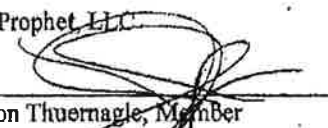
The following described premises, to-wit:

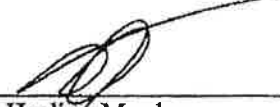
LEGAL DESCRIPTION EXHIBIT "A" ATTACHED

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 12, 2018

Net Prophet, LLC

By: 
Jon Thuernagle, Member

By: 
Chad Harding, Member

State of IDAHO, County of BANNOCK

This record was acknowledged before me on JUNE 12, 2018 by JON THUERNAGLE and CHAD HARDING, as MEMBERS of NET PROPHET, LLC.

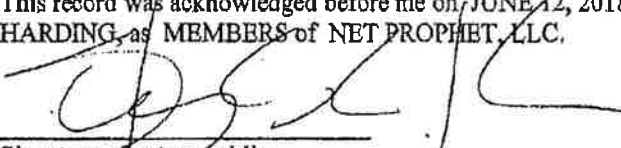

Signature of notary public
Commission Expires: 03/09/21



EXHIBIT A

A portion of Section 26, Township 7 South, Range 36 East Boise Meridian, Bannock County, Idaho, more particularly described as follows;

Commencing at the South Quarter corner of said Section 26, Township 6 South, Range 36 East and running thence N 00°14'26" E 2651.80 feet along the meridional centerline of Section 26 to the Center Quarter Corner of said Section 26, thence S 89°16'00" W 636.75 feet along the latitudinal centerline of said Section 26 to the True Point of Beginning;

Thence N 00°00'00" W 512.26 feet;

Thence N 59°10'46" W 37.42 feet;

Thence N 85°01'45" W 233.26 feet;

Thence S 00°00'00" E 859.84 feet;

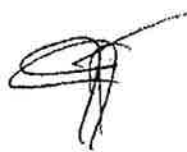
Thence S 89°10'54" E 74.09 feet to a tangent curve to the left;

Thence along said tangent curve to the left 59.45 feet (Curve Data: Radius = 375.00', Delta = 9°04'58", Chord = N 86°16'37" E 59.38 feet);

Thence N 81°44'08" E 132.55 feet;

Thence N 00°00'00" W 286.35 feet to the latitudinal centerline of Section 26 being the True Point of Beginning.

Together with a fifteen (15) foot wide public utility easement being the South fifteen (15) feet of the above described parcel.

 
AS MY

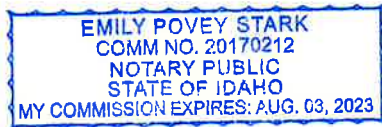
I Kristina L. James and Andy LaVon James release
my interest in my water right, water right number 29-2005 to Net Prophet LLC

Kristina L. James
Sign

9/2/2020
Date

Andy LaVon James
Sign

9-2-20
Date



Emily Povey Stark

Signature of Notary Public

Commission Expires: Aug 3, 2023

State of IDAHO, County of BANNOCK

This record was acknowledged before me on 9/2/2020

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **900873-P (sg)**

Date: **June 03, 2020**

For Value Received, **Net Prophet, LLC, an Idaho limited liability company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Michael Boyd Decker and Mckenzie Jo Decker, husband and wife**, hereinafter called the Grantee, whose current address is _____, the following described premises, situated in **Bannock County, Idaho**, to-wit:

LOT 1, BLOCK 1, COYOTE HOLLOW SUBDIVISION, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, RECORDED MARCH 13, 2019 AS INSTRUMENT NO. 21903300.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Net Prophet, LLC, an Idaho limited liability company

By: _____

Name: Jon Thurnagle
Title: Member

By: _____

Name: Chad Harding
Title: Member

STATE OF Idaho)
COUNTY OF Bannock) ss.

On this 17 day of June, 2020, before me, a Notary Public in and for said State, personally appeared Jon Thurnagle and Chad Harding, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Net Prophet, LLC, an Idaho limited liability company**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Notary Public of Idaho
Residing at: _____ State of Idaho
Commission Expires: _____ Residing: Incom, Idaho
Comm. Expires: 09/30/2023

The Buyer Michael Decker and Seller Net Prophet LLC

Per the fully executed and signed purchase and sales agreement, the buyer confirms no interest in water rights located on the parcel of land they purchased from Net Prophet located in Inkom Idaho described as parcel RRCHS000100 and releases all water rights back to Net Prophet LLC.

Michael Boyd Decker

04/26/2021 8:23 PM MDT

Buyer _____

Date _____

Seller _____

Date 2/17/2021



WARRANTY DEED

Order No.: 315392AM

FOR VALUE RECEIVED

Net Prophet, LLC, an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Doug Sutton and Juanita Sutton, husband and wife

whose current address is: 420 Coventry Ct
Idaho Falls, ID 83404

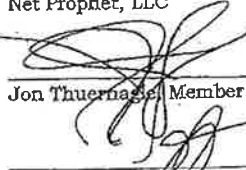
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

**Lots 3 and 4, Block 1 of Coyote Hollow Subdivision, according to the official plat thereof, filed in
Official Records of Bannock County, Idaho**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 20, 2019

Net Prophet, LLC

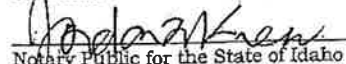

Jon Thuernagle, Member

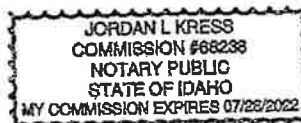

Chad Harding, Member

State of Idaho) ss
County of Bannock)

On this 21st day of August, 2019, before me, Jordan L. Kress a Notary Public in and for said state, personally appeared Jon Thuernagle and Chad Harding known or identified to me to be the Managing Members in the Limited Liability Company known as Net Prophet LLC who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

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


Notary Public for the State of Idaho
Residing at: Pocatello, Idaho
Commission Expires: 7/26/2022

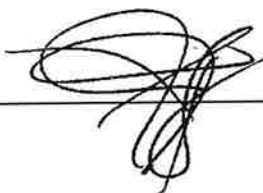


The Buyer Doug Sutton and Seller Net Prophet LLC

Per the fully executed and signed purchase and sales agreement, the buyer confirms no interest in water rights located on the parcel of land they purchased from Net Prophet located in Inkom Idaho described as parcel RRCHS000300 and releases all water rights back to Net Prophet LLC.

Buyer Doug Sutton

Date 2/22/2021 4:20 PM MST

Seller 

Date 2/17/2021

Certificate of Authenticity

Session Information

Signing Session ID:	c90662cc-a82c-414d-801b-1167b04c0e84	Status:	Completed
Transaction Name:	Doug Sutton Water Right Release	Created On:	2/22/2021 4:52:27 PM EST
Session Title:	Doug Sutton	Last Modified:	2/22/2021 6:21:07 PM EST
Documents:	1	Owner:	Jon Thuernagle
Signers:	1	Company:	Patriot Real Estate Group LLC

Signer Information

Signature Events	Signature	Timestamp
Doug Sutton	<i>Doug Sutton</i>	Sent: 2/22/2021 4:54:05 PM EST
endo9@me.com		Viewed: 2/22/2021 6:20:40 PM EST
Signer Security: Email	IP Address: 174.204.39.62	Disclosure: 2/22/2021 6:20:40 PM EST
	ID: 03c50c4b-529f-4d4c-9c37-4bb4405d8717	Signed: 2/22/2021 6:21:06 PM EST

Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
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Session Activity

Timestamp	IP Address	Activity
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2/22/2021 6:21:06 PM EST	174.204.39.62	Signing Completed by Doug Sutton (endo9@me.com)
2/22/2021 6:20:40 PM EST	174.204.39.62	Signature created and disclosure approved by Doug Sutton (endo9@me.com)
2/22/2021 4:54:06 PM EST	75.174.123.71	Invitation sent to Doug Sutton(endo9@me.com) by Jon Thuernagle
2/22/2021 4:54:05 PM EST	75.174.123.71	eSignOnline Session Created by Jon Thuernagle

Disclosure

Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSign Online electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

Electronic distribution of documents and contracts



WARRANTY DEED

Order No.: 314747AM

FOR VALUE RECEIVED

Net Prophet, LLC, an Idaho Limited Liability Company.

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Dain Armstrong and Antonia Armstrong, husband and wife

whose current address is:

PO Box 54
Inkoin, ID 83245

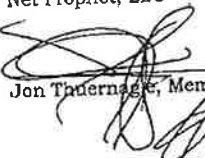
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

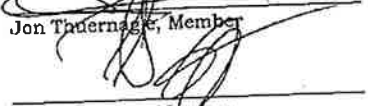
Lots 13, Block 1, Coyote Hollow Subdivision, Bannock County, Idaho, as the same appears on the official plat thereof, recorded March 13, 2019 as Instrument No. 21903300.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 8, 2019

Net Prophet, LLC

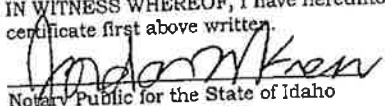

Jon Thuernagle, Member

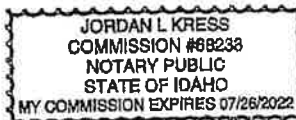

Chad Harding, Member

State of Idaho) ss
County of Bannock)

On this 9th day of August, 2019, before me, the undersigned a Notary Public in and for said state, personally appeared Jon Thuernagle and Chad Harding known or identified to me to be the Managing Members in the Limited Liability Company known as Net Prophet, LLC who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

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


Notary Public for the State of Idaho
Residing at: Pocatello, Idaho
Commission Expires: 7/26/2022

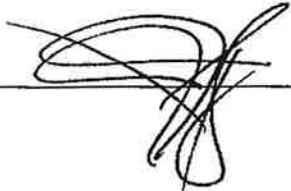


The Buyer Dain Armstrong and Seller Net Prophet LLC

Per the fully executed and signed purchase and sales agreement, the buyer confirms no interest in water rights located on the parcel of land they purchased from Net Prophet located in Inkom Idaho described as parcel RRCHS 001400 and releases all water rights back to Net Prophet LLC.

Buyer Dain Armstrong

Date 3/29/2021 10:02 PM MDT

Seller 

Date 2/17/2021

Certificate of Authenticity

Session Information

Signing Session ID:	0f2884f2-b7d1-4842-adf5-faf2a61acd94	Status:	Completed
Transaction Name:	Dain Armstrong	Created On:	3/29/2021 10:11:46 PM EDT
Session Title:	Dain Armstrong	Last Modified:	3/30/2021 12:02:46 AM EDT
Documents:	1	Owner:	Jon Thuernagle
Signers:	1	Company:	Patriot Real Estate Group LLC

Signer Information

Signature Events	Signature	Timestamp
Dain Armstrong	<i>Dain Armstrong</i>	Sent: 3/29/2021 10:14:42 PM EDT
dain.armstrong@gmail.com		Viewed: 3/30/2021 12:01:50 AM EDT
Signer Security: Email	IP Address: 174.247.116.82	Disclosure: 3/30/2021 12:01:50 AM EDT
	ID: b1553299-7338-4f37-b6f3-d18c3f613d53	Signed: 3/30/2021 12:02:45 AM EDT

Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
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Session Activity

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3/30/2021 12:02:45 AM EDT	174.247.116.82	Signing Completed by Dain Armstrong (dain.armstrong@gmail.com)
3/30/2021 12:01:50 AM EDT	174.247.116.82	Signature created and disclosure approved by Dain Armstrong (dain.armstrong@gmail.com)
3/29/2021 10:14:42 PM EDT	66.160.252.28	Invitation sent to Dain Armstrong(dain.armstrong@gmail.com) by Jon Thuernagle
3/29/2021 10:14:42 PM EDT	66.160.252.28	eSignOnline Session Created by Jon Thuernagle

Disclosure

Consumer Disclosure

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WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:448632

FOR VALUE RECEIVED

Net Prophet, LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Blair Goldade and Nicole Goldade, husband and wife

whose current address is

**967 E Madlee Rd
Inkom, ID 83245**



the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

Lot 12, Block 1, Coyote Hollow Subdivision, Bannock County, Idaho, as the same appears on the official plat thereof recorded March 13, 2019 as Instrument No. 21903300.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 9, 2019

Net Prophet, LLC

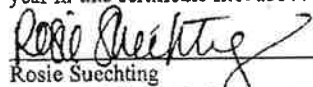
By: _____

Jonathan Thuernagle, Member

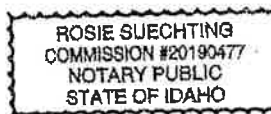
State of Idaho } ss
County of Bannock }

On this 10 day of September, 2019, before me, Rosie Suechting, a Notary Public in and for said state, personally appeared Jonathan Thuernagle known or identified to me to be the Managing Member in the Limited Liability Company known as Net Prophet, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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


Rosie Suechting

Notary Public for the State of Idaho
Residing at: Pocatello, Idaho
Commission Expires: 03/07/2025

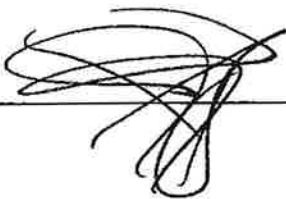


The Buyer Blair Goldade and Seller Net Prophet LLC

Per the fully executed and signed purchase and sales agreement, the buyer confirms no interest in water rights located on the parcel of land they purchased from Net Prophet located in Inkom Idaho described as parcel RRCHS001200 and releases all water rights back to Net Prophet LLC.

Buyer Blair Goldade

Date 3/29/2021 8:30 PM MDT

Seller 

Date 2/17/2024

Certificate of Authenticity

Session Information

Signing Session ID:	98c17a82-9653-4f27-bb7a-1fe60c7ab5d3	Status:	Completed
Transaction Name:	Blair Goldade Water	Created On:	2/22/2021 5:00:26 PM EST
Session Title:	Blair Water	Last Modified:	3/29/2021 10:30:28 PM EDT
Documents:	1	Owner:	Jon Thuernagle
Signers:	1	Company:	Patriot Real Estate Group LLC

Signer Information

Signature Events	Signature	Timestamp
Blair Goldade goldadeconstruction@gmail.com	<i>Blair Goldade</i>	Sent: 2/22/2021 5:03:46 PM EST
Signer Security: Email	IP Address: 205.185.84.136	Viewed: 3/29/2021 10:30:10 PM EDT
	ID: 02690e59-52a3-45ed-a477-468e87fb65c1	Disclosure: 3/29/2021 10:30:10 PM EDT
		Signed: 3/29/2021 10:30:27 PM EDT

Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
Scanner20210222160157.pdf	1	0	1	0	0	0	0

Session Activity

Timestamp	IP Address	Activity
3/29/2021 10:30:28 PM EDT	205.185.84.136	Session completed and closed by Jon Thuernagle
3/29/2021 10:30:27 PM EDT	205.185.84.136	Signing Completed by Blair Goldade (goldadeconstruction@gmail.com)
3/29/2021 10:30:10 PM EDT	205.185.84.136	Signature created and disclosure approved by Blair Goldade (goldadeconstruction@gmail.com)
2/22/2021 5:03:51 PM EST	75.174.123.71	Invitation sent to Blair Goldade(goldadeconstruction@gmail.com) by Jon Thuernagle
2/22/2021 5:03:46 PM EST	75.174.123.71	eSignOnline Session Created by Jon Thuernagle

Disclosure

Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSign Online electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.



OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE \$5.00 DEPUTY JB
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22014917

2020 Aug 20 PM 12:26

Electronically Recorded by SimpliFile

WARRANTY DEED

Order No.: 389259AM

FOR VALUE RECEIVED

Net Prophet, LLC, an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Nick Stafford and Linda Stafford, husband and wife

whose current address is:

1523 Eastpointe, Pocatello ID 83201

the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

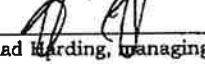
**Lots 10 and 11, Block 1, Coyote Hollow Subdivision, Bannock County, Idaho, as the same
appears on the official plat thereof, recorded March 13, 2019 as Instrument No. 21903300.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 20, 2020

Net Prophet LLC

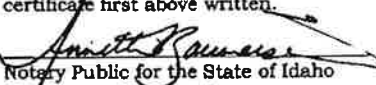
By: 
Jon Thuernagle, managing member

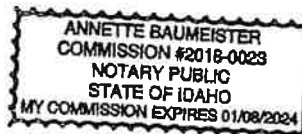
By: 
Chad Harding, managing member

State of Idaho) ss
County of Bannock)

On this 20 day of August, 2020, before me, the undersigned a Notary Public in and for said state, personally appeared Jon Thuernagle and Chad Harding known or identified to me to be the Managing Member in the Limited Liability Company known as Net Prophet, LLC who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

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


Notary Public for the State of Idaho
Residing at: Chubbuck



The Buyer Nick Stafford and Seller Net Prophet / Jon Thurnagle

Per the fully executed and signed purchase and sales agreement, the buyer confirms no interest in surface water rights located on the parcel of land they purchased from Net Prophet located in Inkom Idaho described as parcel RRCHSP001100 and releases all surface water rights back to Net Prophet LLC.

Buyer  _____

Date 3-26-2021

Seller  _____

Date 3/4/2021

Denny

WARRANTY DEED

Alliance Title & Escrow Corp. Order No. 467780

FOR VALUE RECEIVED

Net Prophet, LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Young & Jackson LLC

whose current address is

119 S Valley Dr A #143
Nampa, ID 83686

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

Lot 2, Block 1, Coyote Hollow Subdivision, Bannock County, Idaho, as the same appears on the official plat thereof, recorded March 13, 2019 as Instrument No. 21903300.

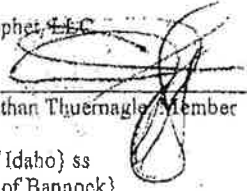
No water rights will be transferred or sold with this transaction.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 7, 2020

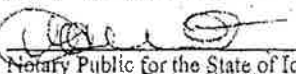
Net Prophet, LLC

By: 
Jonathan Thuernagle, Member

State of Idaho } ss
County of Bannock }

On this 8th day of January, 2020, before me, The Undersigned, a Notary Public in and for said state, personally appeared Jonathan Thuernagle known or identified to me to be the Managing Member in the Limited Liability Company known as Net Prophet, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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


Notary Public for the State of Idaho
Residing at: Pocatello, ID
Commission Expires: June 21, 2022

HOLLY F GARDNER
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 56399
MY COMMISSION EXPIRES 6-21-2022



0003711868

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$100.00 - Make Checks Payable to Secretary of State

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

File #: 0003711868

Date Filed: 12/18/2019 9:46:33 AM

Certificate of Organization Limited Liability Company

Select one: Standard, Expedited or Same Day Service (see descriptions below)

Expedited (+\$40; filing fee \$140)

1. Limited Liability Company Name

Type of Limited Liability Company

Limited Liability Company

Entity name

Young & Jackson LLC

2. The complete street address of the principal office is:

Principal Office Address

10368 AIRPARK LOOP
MELBA, ID 83641

3. The mailing address of the principal office is:

Mailing Address

119 S VALLEY DR # 143
NAMPA, ID 83686-2974

4. Registered Agent Name and Address

Registered Agent

Registered Agent
Michelle E Bird
Physical Address:
600 W. GREENHURST RD
NAMPA, ID 83686
Mailing Address:
600 W GREENHURST RD
NAMPA, ID 83686-2912

5. Governors

Name	Address
Aundrea P Denney	119 S. VALLEY DR A #143 NAMPA, ID 83686

Signature of Organizer:

Larry D Denney

Sign Here

12/18/2019

Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**SUPERCEDED**

SEP 04 2020

Department of Water Resources
Eastern Region**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Net Prophet LLC Phone 208-406-9190
 Mailing address 146 E Chubbuck RD SUT C Chubbuck ID 83202 Email jon@mypatriot.net

- ☐ 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 Jon Thurnagle / Chad Harding Phone 208-406-9190
 Mailing address 146 E Chubbuck RD SUT C Chubbuck ID 83202 Email jon@mypatriot.net

- ☐ 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

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☒ Other ownership change
- Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
 If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

with the land development into residential lots, we are needing to move the point of diversion to the southside of the property where no residential lots will be.

SUPERCEDED

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	29-2005	2.4 cfs	Irrigation	04-01 to 10-31	Spidercreek / lower oak creek
☒ ☐	29-2005	.02 cfs	Stock water	01-01 to 12-31	Spring / sinks
☒ ☐	29-10341	.38 cfs	Irrigation	03/15 to 11-15	Green Canyon creek / port river
☒ ☐	29-10341	.02 cfs	Stock water	01-01 to 12-31	unnamed stream / Green Canyon creek
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.78 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 2.78 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

[illegible]

4. Place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

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

[illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SUPERCEDED

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:

We will continue to water the ground the same way it has been done in past years which is gravity fed with a turn line to the point of diversion

- b. Who owns the property at the point(s) of diversion? Applicant Net Prophet LLC
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: NA

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:

Property will be in a subdivision and used for residential

- 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:

None

- 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:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

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

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$710.00 Date 9/14/2020 Received by CH Receipt # E046256

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

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



BRAD LITTLE
Governor

State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 North Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Website: www.idwr.idaho.gov

GARY SPACKMAN
Director

January 22, 2021

NET PROPHET LLC
JON THUERNAGLE
146 E CHUBBUCK RD SUIT C
CHUBBUCK ID 83202

RE: Transfer Application of Water Right 29-2005

Dear Applicant:

A 30 day deficiency letter was mailed on December 14, 2020 to you with a request to submit additional information. I have not received written correspondence or the additional information needed to process this application for transfer. The 30 days have elapsed, therefore I am returning your application and the filing fee. The filing fee will be refunded to you as soon as possible, this refund will be from our state office and may take longer to reach you.

If you have any questions regarding this matter, please call me at 208-525-7161.

Sincerely,

Jake Nebeker
Water Right Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 North Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

December 14, 2020

NET PROPHET LLC
JON THUERNAGLE
146 E CHUBBUCK RD SUIT C
CHUBBUCK ID 83202

RE: Transfer Application of Water Right 29-2005

Dear Applicant:

After the initial review of your application for transfer we have found the need for additional information.

For us to continue processing this transfer we need additional information. Portions of the place of use have been sold over the years, and the deeds provided do not show that the water rights were withheld from the sale. Please provide documentation showing Net Prophets ownership of or other authority to change the portion of right 29-2005 appurtenant to the following parcels:

RRCHS000100
RRCHS000300
RRCHS001400
RRCHS001200
RRCHS001100

Additionally, upon review of the current place of use, this right may be subject to forfeiture. After reviewing aerial photography of the location described in the application, we have not found adequate evidence of irrigation there since the water right was decreed in 2004. Please provide evidence of irrigation at the current place of use, or provide a valid defense against forfeiture. Defenses against forfeiture are outlined in Idaho Code §§ 42-222 and 42-223.

If the additional information is not provided by January 14, 2021 then your application for transfer and the filing fee will be returned.

If you have any questions regarding this matter, please call me at 208-525-7161.

Sincerely,

Jake Nebeker
Water Right Agent

Nebeker, Jake

From: Henman, Christina
Sent: Thursday, September 17, 2020 11:46 AM
To: IdwrPayable
Cc: Nebeker, Jake
Subject: Refund Request
Attachments: Another Credit for you; Credit

Hello,

Please issue a refund for the following:

Amount:\$55.00
Receipt: E046256
Reason: Overpaid on application
Recipient:
Net Prophet
146 E Chubbuck RD Suit C
Chubbuck, ID 83202

Thank You,

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