

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 84863

RECEIVED

MAR 30 2021

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

Department of Water Resources

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) Rocky Mountain Water Exchange, LLC

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: Jefferson Greens Homeowners Purchase and Sale Agreements

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Rocky Mountain Water Exchange, LLC Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email rog.rmea@gmail.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 Rocky Mountain Environmental Associates, Inc Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303 Idaho Falls, ID 83402 Email kristin.rmea@gmail.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]
Signature of Applicant or Authorized Representative

W Roger Warner
Print Name and Title if applicable

3/25/21
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.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**.
Applicant is contracted to obtain ground water rights for Jefferson Greens Estates homeowners. This transfer proposes to move 4.6 acres of surface water right to Jefferson Greens in combination with a companion transfer of 35-7720. See Part 1A.3 for additional information.

Narrative of Proposed Application

*Rocky Mountain Water Exchange LLC / Jefferson Greens Estates HOA
Water Rights 35-7720 and 1-7017 under Companion Transfers*

Water rights 35-7720 and 1-7017 are currently appurtenant to 60.9 acres of the PT Elliot LLC property. PT Elliot LLC has contracted to sell a portion of the water right through Rocky Mountain Water Exchange, LLC (RMWE). Jefferson Greens Estates is seeking irrigation water rights and has contracted with RMWE to assist them in obtaining them. Two companion transfer applications seek to move 4.6 acres of water rights 35-7720 and 1-7017 to Jefferson Greens Estates. A copy of the contracts for all entities and individuals involved in this transfer application are included in Attachments #3 and #10.

Rights 35-7720 from ground water and 1-7017 from the Snake River were developed as fully overlapping at the described place of use. The ground water right 35-7720 is authorized to be diverted from a well located at the north end of the property and from a pond that fills with ground water at the south end of the property. Water right 1-7017 is diverted directly from the Snake River at the Tomchak B #1 pump, then conveyed through mainline for delivery into the sprinkler system. Right 1-7017, having a junior priority date of 1978, is seldom available for diversion during the irrigation season. A total of 4.6 acres of each water right are proposed to be transferred under companion transfers to Jefferson Greens Estates. The surface right 1-7017 will be delivered through the North Rigby Canal.

Rights 35-7720 and 1-7017 were leased to the WSB in 2019 and 2020 and partially rented by Jefferson Greens. They are currently in the process of being leased again to the WSB for year 2021 for 36.6 acres of the total 60.9 acres. There are several pending water right transfers on this water right as well. Table 1 below identifies how the water right is currently divided based on active applications. None of the portions proposed to be transferred are proposed to be leased to the Water Supply Bank.

Table 1. Active and Pending Applications under 35-7720

Type of Application	Description	cfs	acres
Original	Existing Right 35-7720	1.21	60.9
Transfers	Pending Transfer 84009	0.26	13.0
	Pending for Larry Bergman	0.09	4.7
	Pending for Gary Chapment	0.04	2.0
	Proposed for RMWE / Jeff. Greens	0.09	4.6
	Total Transfers	0.48	24.3
	Remaining after Transfers	0.73	36.6
WSB	Proposed Lease	0.73	36.6

A list of the 11 homeowners and lots that are proposed to receive water through this application is included in Table 2. It is proposed that upon approval of these transfers, the lot numbers be included in the water right record for administration of the water rights.

There are three lots (Lots 2, 3, & 4, Block 1) that are receiving water to hold for a temporary location. Lots 2 and 3 are owned by the developer Rivers Edge Development Inc. Lot 4 is owned by Cody Shippen, who has granted authorization for the water rights to be transferred to his property (See Attachment #10). Rivers Edge Development Inc. is purchasing the water pertaining to these three lots under this transfer, which will be parked at this location until such time that they can be transferred to the two remaining lots (Lot 9 and Lot 17, Block 2) within the subdivision that will require ground water rights.

Ownership of the purchased water rights will be changed following approval of the transfers and closing of the sale of the water right.

Table 2. Lots Proposed to receive water through this transfer

PIN	OWNER	LOT & BLK	ACRES
RP004470020150	RAYMOND JEFFREY MITCH	LOT 15 BLK 2	0.39
RP004470020130	MILES RICK	LOT 13 BLK 2	0.7
RP004470020160	JENSEN RYAN	LOT 16 BLK 2	0.39
RP004470030040	SHIPPEN NICK	LOT 4 BLK 3	0.58
RP004470030020	PARKINSON KYLE AND LORIN	LOT 2 BLK 3	0.25
RP004470030070	MCARTHUR BRAYDEN	LOT 7 BLK 3	0.56
RP004470020010	CALDERON MYCHAL	LOT 1 BLK 2	0.34
RP004470020020	FRANSON JOHN	LOT 2 BLK 2	0.43
RP004470010020	RIVERS EDGE DEVELOPMENT INC	LOT 2 BLK 1	0.37
RP004470010030	RIVERS EDGE DEVELOPMENT INC	LOT 3 BLK 1	0.31
RP004470010040	SHIPPEN CODY	LOT 4 BLK 1	0.27
			4.59

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

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

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

3. Point(s) of Diversion:

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

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

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	39E	8			1.6					0.8						2.2			4.6
Total Acres (for irrigation use)																			4.6

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:

Headgate on the Great Feeder that delivers water to the North Rigby Canal.

- b. Who owns the property at the point(s) of diversion? Existing canal diversion for North Rigby Canal

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Jefferson Greens HOA owns shares in North Rigby Irrigation & Canal Co.

- 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 now irrigated will be retired permanently from irrigation.

- 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:

Jeff. Greens owns shares in North Rigby Irrig. & Canal at the proposed POU. Proposed POD is used by North Rigby's water rights and 1-10691. Existing POD is shared by 1-10686 and 1-10687, splits of the same parent right as 1-7017. Right 35-7720 overlaps existing POU and is also being transferred in companion transfer.

- 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:

As of the date of this transfer, the water rights were not yet leased to the WSB, but an application has been submitted to lease for 2021, excluding the lands proposed to be transferred in this application.



WATER RIGHT REPORT

3/23/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 1-7017

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PT ELLIOTT LLC 392 N 4500 E RIGBY, ID 83442-5596 2085897140
Original Owner	BURLEIGH TOMCHAK
Original Owner	MABEL TOMCHAK 202 BASSETT RD ROBERTS, ID 83444 2082286871

Priority Date: 03/14/1978

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	1.03 CFS	
Total Diversion			1.03 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER|NWNWSE Lt 13|Sec. 03|Township 04N|Range 37E|JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	37E	3	7	SWNE	5.7	12	SWNE	4.6						
			6	NESW	9.5		NWSW	38	5	SWSW	2.3	14	SWSW	0.5

84863

14 SESW 0.3

Total Acres: 60.9

Conditions of Approval:

1. X35 Rights 1-7017 and 35-7720 when combined shall not exceed the irrigation of 60.9 acres.
2. 005 Use of water under this right is subject to control by the watermaster of State Water District No. 1, Snake River.
3. 001 A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.
4. F01 Water is delivered through Tomchak B #1 pump.
5. R18 The right holder must obtain adequate supplemental water for the irrigation season that natural flow is not available.
6. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 09/14/2007

Permit Proof Due Date: 5/1/1983

Permit Proof Made Date: 3/8/1983

Permit Approved Date: 5/25/1978

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 03/14/1978

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 78.7

Combined Volume Limit:

Combined Rate Limit:

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

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 or a sheet of stationery.

FOR DEPARTMENT USE ONLY

NLY Receipt # E046785 total
\$700.- / 200.- for this app.

Transfer contains _____ pages and _____ attachments.

Received by _____ Date 8/30/2021 Preliminary check by _____ Date _____

Fee paid \$200. - Date 3/30/2021 Received by JK Receipt # 5046785

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)

ROCKY MOUNTAIN WATER EXCHANGE LLC**482 CONSTITUTION WAY, SUITE 303****IDAHO FALLS, IDAHO 83402**

208-589-7301 208-390-3521

E-mails: rgnord@ida.net, rog.rmea@gmail.comNET WATER LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL

This contract made this 19 day of February 2021 between the following parties:
PT ELLIOT LLC, hereinafter called "Seller" of that certain real property, more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference, and ROCKY MOUNTAIN WATER EXCHANGE, LLC, hereinafter called "Exchange," 482 Constitution Way Suite 303, Idaho Falls, Idaho 83402, and KELLER WILLIAMS REALTY EAST IDAHO, an Idaho limited liability partnership acting on behalf of Exchange, whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with Michael James Johnston as Broker and Reed D. Nord acting as Agent for the Broker, hereinafter called "Broker."

1. STATEMENT OF EMPLOYMENT:

Seller hereby employs Exchange to sell the real property/Water Right upon the terms and conditions set forth in this contract and grant to Exchange the exclusive right to sell the real property/Water Right during the term of this contract. Seller agrees to conduct all negotiations to sell the Water Right through Exchange, and to refer to Exchange all inquiries or leads received in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the time this Net Listing Agreement is in effect. This contract shall commence when Exchange and Seller have signed this contract and shall continue through and include sale date.

2. REAL PROPERTY/WATER RIGHT:

Seller owns Water Right No. 35-7720 & 01-7017, (the "Water Right") which was decreed on 1/12/2004 & 9/14/2007 [DECREE DATE] in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of 4/22/1979 & 3/14/1978 [PRIORITY DATE]. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**. Seller desires to sell the [☒] entire water right or [☐] a 27.7-acre portion of the 27.7 water right (whether the entire Water Right or a portion thereof is designated, either is referred to hereinafter simply as the "Water Right").

3. TERM OF AGREEMENT:

The term of this Agreement shall commence on February 15, 2021 and shall expire at 11:59 p.m. on February 15, 2022 unless renewed or extended. This Agreement shall be automatically extended pending an active sale and transfer of the Water Right or portion thereof.

4. COMPENSATION OF EXCHANGE OF FEES:

Seller is to receive \$ [REDACTED] from the sale of this Water Right. The [REDACTED] Exchange and Seller shall determine the sales price of said property. The Exchange will bear all costs associated with marketing and deliver to SELLER the net proceeds (as stated above) at the time of closing. Seller understands that the difference between the actual sales price and the net proceeds amount received will be retained by the Exchange as a compensation fee.

5. Seller agrees to sell once a price of [REDACTED] per acre has been obtained. If for any reason Seller chooses not to accept the offer in excess of the reserve, Seller will pay to Exchange: compensation on the offer obtained.

6. SELLER WARRANTIES:

- (a) Seller warrants title to said Water Right, subject only to: IDWR and the liens and encumbrances as follows (list each lien holder's name, address and account number, if known: *(write NONE if None and initial on right side of contract)* None

- (b) Seller authorizes Exchange who shall request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action as a result of any undisclosed liens, encumbrances or title defects.
- (c) Seller agrees to obtain an authorization letter from lien holder(s), which will allow transfer of Water Right through IDWR.
- (d) Seller agrees and warrants the he has the ability to satisfy any and/or all mortgages, liens, judgments and any other encumbrances. Seller agrees to obtain a partial release of mortgage from lien holder(s) prior to closing. Seller further agrees to convey to the Exchange a good merchantable fee simple title by Special Warranty Deed, free and clear of all liens and encumbrances. Seller agrees to hold Exchange harmless in the event of Seller's inability to perform.

- (e) If Seller is a corporation, Limited Liability Company, partnership, or other form of entity other than an individual, the undersigned as agents of the Seller hereby warrant and guarantee that they are authorized and empowered by the above-named Seller to execute this contract on behalf of the Seller.

7. AUTHORITY OF EXCHANGE:

- (a) Exchange is authorized to sign any memorandum of sale on behalf of and in the name of Seller, or in Exchange's own name, in connection with the sale of Seller's Water Right.
- (b) Exchange is authorized to accept, give receipt for, and hold all moneys paid or deposited. Deposits will be held in the escrow account of Pioneer Title. In the event of any escrow deposit dispute, and the Exchange is in doubt as to the disbursement of escrow funds, the Exchange shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of the Exchange's compensation to the Exchange. Said compensation is limited to the amount in excess of the [REDACTED]

8. DEFAULT:

If for any reason Seller defaults under the terms of this contract or any memorandum of sale, sales contract or listing contract executed hereunder, the Exchange's compensation as defined above and all unpaid advertising and promotional expenses advanced by Exchange will be due and payable to Exchange on demand calculated at either the minimum listed price, sales memorandum price, or the sales contract price, whichever is applicable.

9. INQUIRIES:

Seller agrees to refer to the Exchange all inquiries from Brokers or others interested in Seller's Water Right. Seller gives Exchange the sole and exclusive control of the sale of the Water Right from this date and further binds himself not to interfere in the sale of the Water Right during the term of this contract, and any extensions hereof.

10. CONDITION OF THE PREMISES:

The Water Right is to be sold "as is, where is", with the Seller and Exchange making no guarantees as to the condition of the Water Right. Seller shall completely disclose the true state of affairs with respect to the condition of the property and Seller authorizes Exchange to disclose this condition to prospective purchasers.

11. LIMITATION OF LIABILITY:

Exchange does not guarantee the sale of the Water Right, Exchange will make a sincere, honest effort to procure a sale for the Sellers described Water Right as to sever the Water Right from the underlying land(s).

The Water Right has historically been beneficially and continuously used and not left idle for any period exceeding five years, unless it has been protected through an acceptable method by IDWR standards.

The Seller wishes to forever sever the Water Right from the underlying land(s) and convey to a prospective buyer, subject to the terms of this contract.

12. CLOSING COSTS:

The Exchange shall pay the following costs at closing:

Deed Preparation

Closing Fee (50% by the Exchange and 50% by prospective buyer)

13. MISCELLANEOUS:

- (a) The parties to this contract expressly agree that the law of the State of Idaho shall govern the validity, construction, interpretation, and effect of this contract.
- (b) This writing constitutes the entire agreement between the parties and no modification or change in this contract shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties.

14. REPRESENTATION CONFIRMATION:

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the Broker/Exchange involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (s), without an ASSIGNED AGENT.
- C. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER (S).
- ☒ D. The brokerage working with the SELLER (S) is acting as a NONAGENT for the SELLER (S).

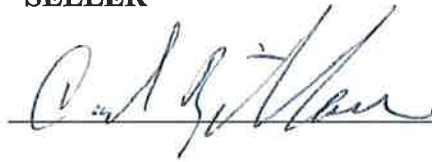
Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented

to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

15. If you do not understand any statement in this contract, do not sign. _____.

IN WITNESS WHEREOF, the parties have executed this contract this day and year first above written.

"SELLER"



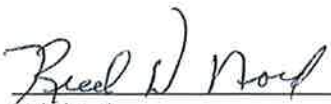
"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO


Michael James Johnston
By: Reed D. Nord, Agent for Broker



2019 Aerial Photography

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



Proposed Location Overview

Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates HOA

RMEA #19-0008

by: KM

Date: 3/23/2021



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0 120 240 480 Feet

2019 Aerial Photography

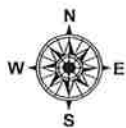
● Jeff Greens Wells □ QQ

□ Parcels

□ Proposed POU

□ Twp & Rng

□ Section



Proposed Location by Lot

Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates HOA

RMEA #19-0008

by: KM

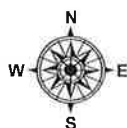
Date: 3/23/2021



64863



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



Proposed Location by QQ

Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates HOA

RMEA #19-0008

by: KM

Date: 3/23/2021

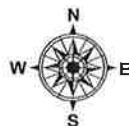


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2019 Aerial Photography

- WR POD 1-7017
- WR POD 35-7720
- WR Original POU
- Purchased Acres
- Retired for Transfer for Larry Bergman
- Retired for Transfer for Gary Chapman
- Retired for Transfer 84009
- Twp & Rng
- Section
- QQ



Existing Location

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

RMEA #19-0008

by: KM

Date: 3/23/2021



AUTHORIZATION FOR TRANSFER

I, Cody Shippen, am the current owner of Lot 4, Block 1 of Jefferson Greens Estates, Rigby, Idaho. I, hereby, grant authorization for Rocky Mountain Water Exchange, LLC, on behalf of Jefferson Greens Estates HOA and Rivers Edge Development LLC, to transfer 0.27 acres of water rights on the north end of my property, provided said water rights do not overlap my existing water right 25-14491.

Cody Shippen
Signature

Cody Shippen
Printed Name

4/30/21
Date

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of March, 2021 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and **Mychal Calderon and Ciara Calderon**, a married couple, whose address is 4018 E Fairway Dr., Rigby, ID 83442 (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 1 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.34-acre portion of the Water Rights. Buyer has agreed to purchase the 0.34-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.34-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 1 OF 4

84863

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ____ / ____ DATE: _____ PAGE 2 OF 4

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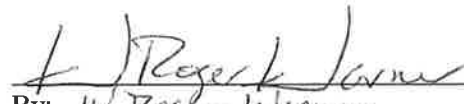
way affect the validity or enforcement of the remaining provisions, or any part hereof.

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

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

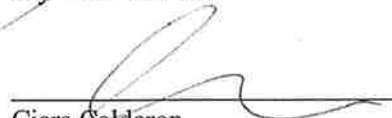
"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Manager

"BUYER"


 Mychal Calderon

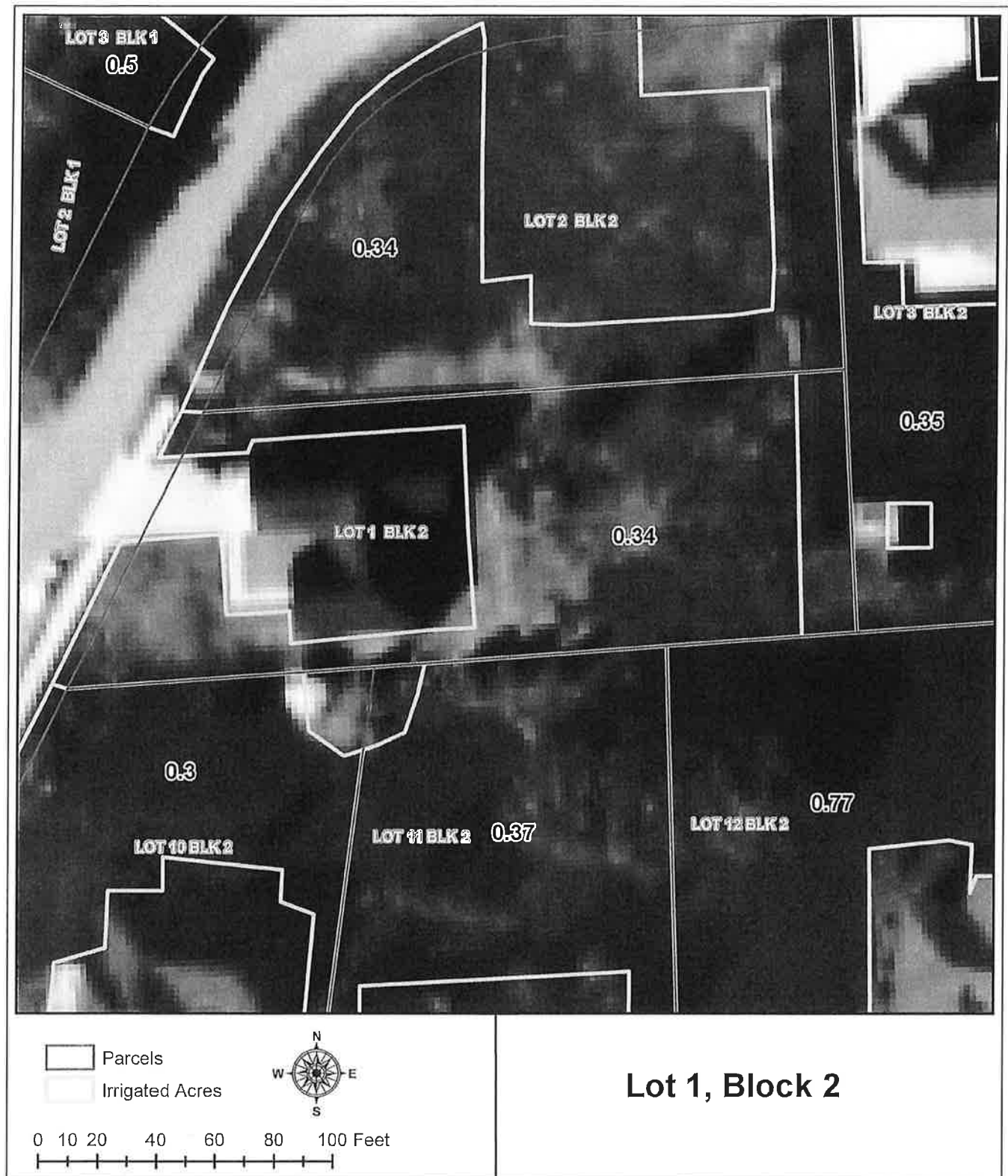

 Ciara Calderon

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 11 day of March, 2021 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and **John Franson and Elma Franson**, a married couple, whose address is 426 N 950 West, Springville, UT 84663 (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 2 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.43-acre portion of the Water Rights. Buyer has agreed to purchase the 0.43-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.43-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1 JF DATE: 11 March 2021 PAGE 1 OF 4

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / EF DATE: 11 March 2021 PAGE 2 OF 4

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

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

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

"SELLER"

Rocky Mountain Water Exchange, LLC

W. Roger Warner
By: *W. Roger Warner*
Its: *Manager*

"BUYER"

John Franson
John Franson

Elma Franson
Elma Franson

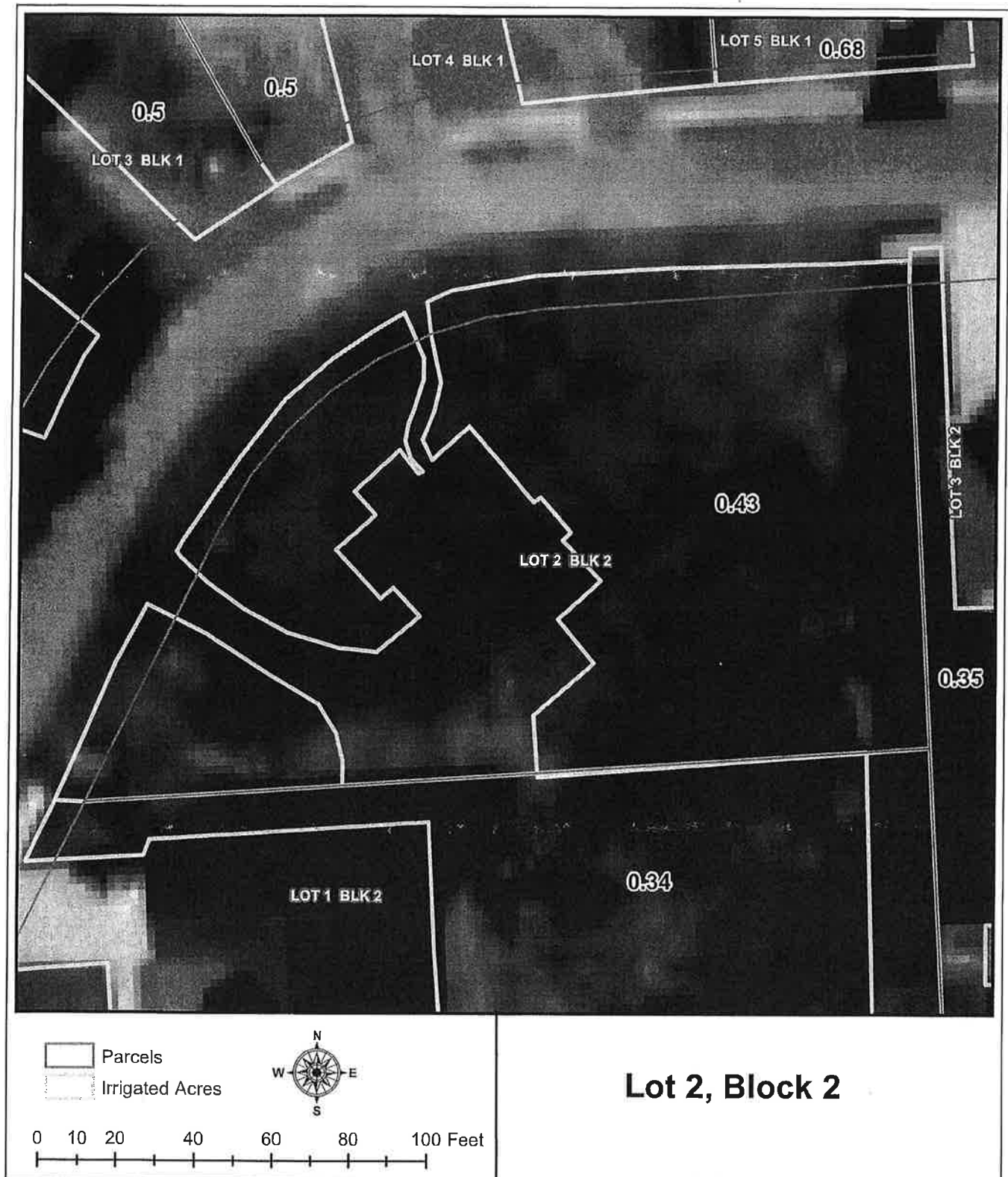
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *EF* DATE: *11 March 2021* PAGE 3 OF 4

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Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / LS DATE: 11 March 2021 PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Lynn & Kimberly Jensen [NAME], husband & wife [TYPE OF ENTITY], whose address is 4033 Calloway Dr [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 14 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.39 -acre portion of the Water Rights. Buyer has agreed to purchase the 0.39 -acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.39 -acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AK DATE: 9/29/2020 PAGE 1 OF 4

84863

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: UX / 848003 DATE: 9/29/2020 PAGE 2 OF 4

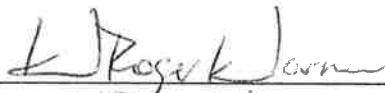
way affect the validity or enforcement of the remaining provisions, or any part hereof.

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

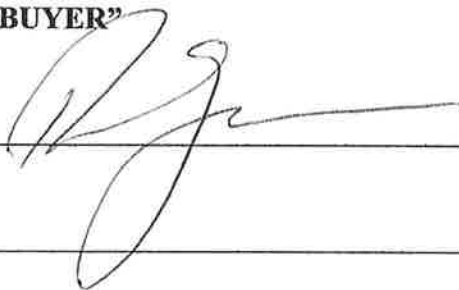
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Johnson
 Its: Manager

"BUYER"



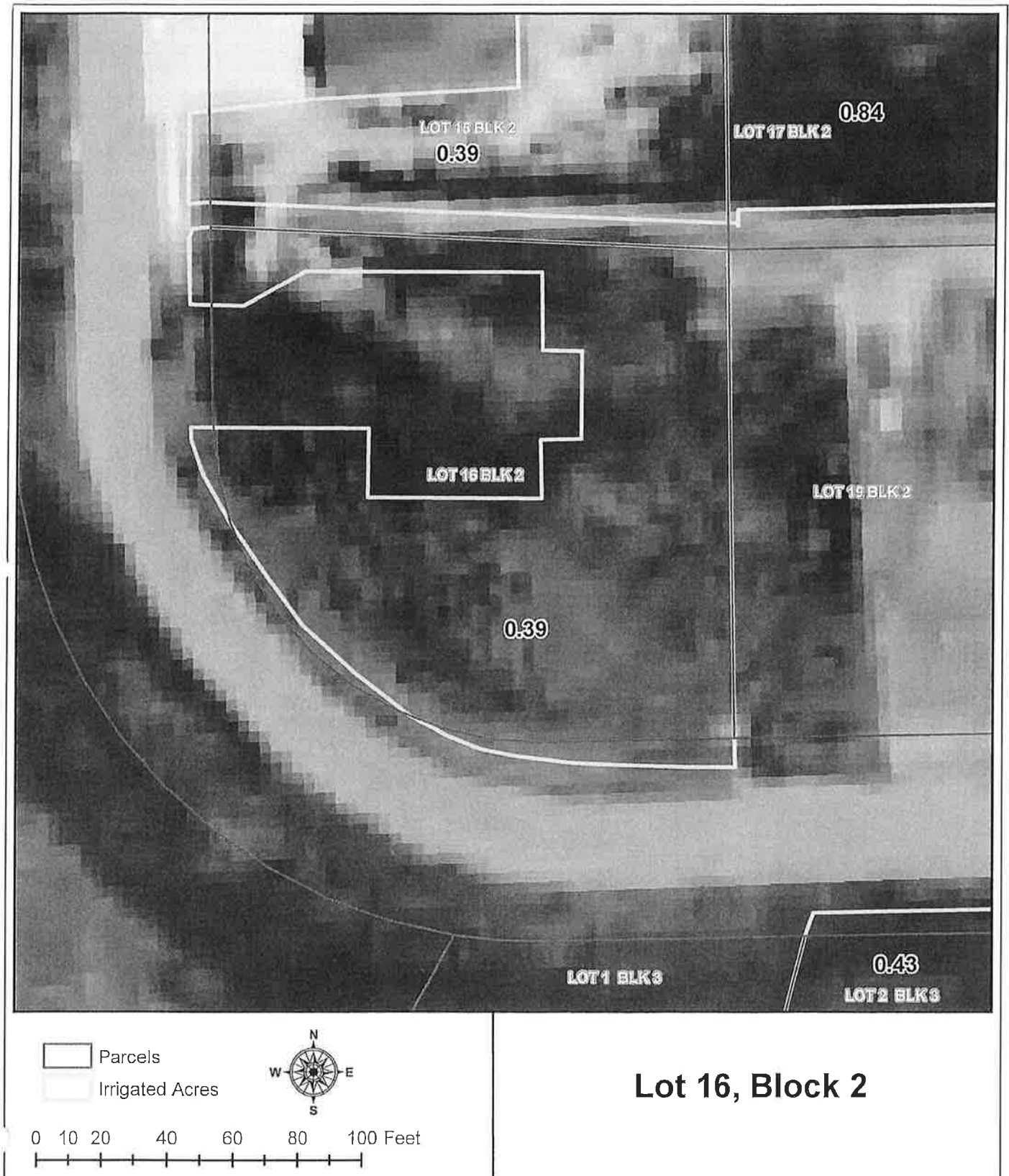
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WJ / DATE: 9/29/2020 PAGE 3 OF 4

84863

Exhibit 1

Map of Proposed Acre Location



Lot 16, Block 2

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of January, 2021 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and **Brayden McArthur and Diana McArthur**, a married couple, whose address is 438 Calloway Circle, Rigby, ID 83442 (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 7 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.56 -acre portion of the Water Rights. Buyer has agreed to purchase the 0.56 -acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.56 -acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BM / _____ DATE: 1-21-2021 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.

4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.

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

6. Closing.

- (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
- (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
- (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

7. Miscellaneous.

- (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BM / _____ DATE: 1-21-2021 PAGE 2 OF 4

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

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

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

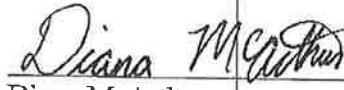
"SELLER"

Rocky Mountain Water Exchange, LLC


 By: Mark W. Roger Warner
 Its: Manager

"BUYER"


 Brayden McArthur

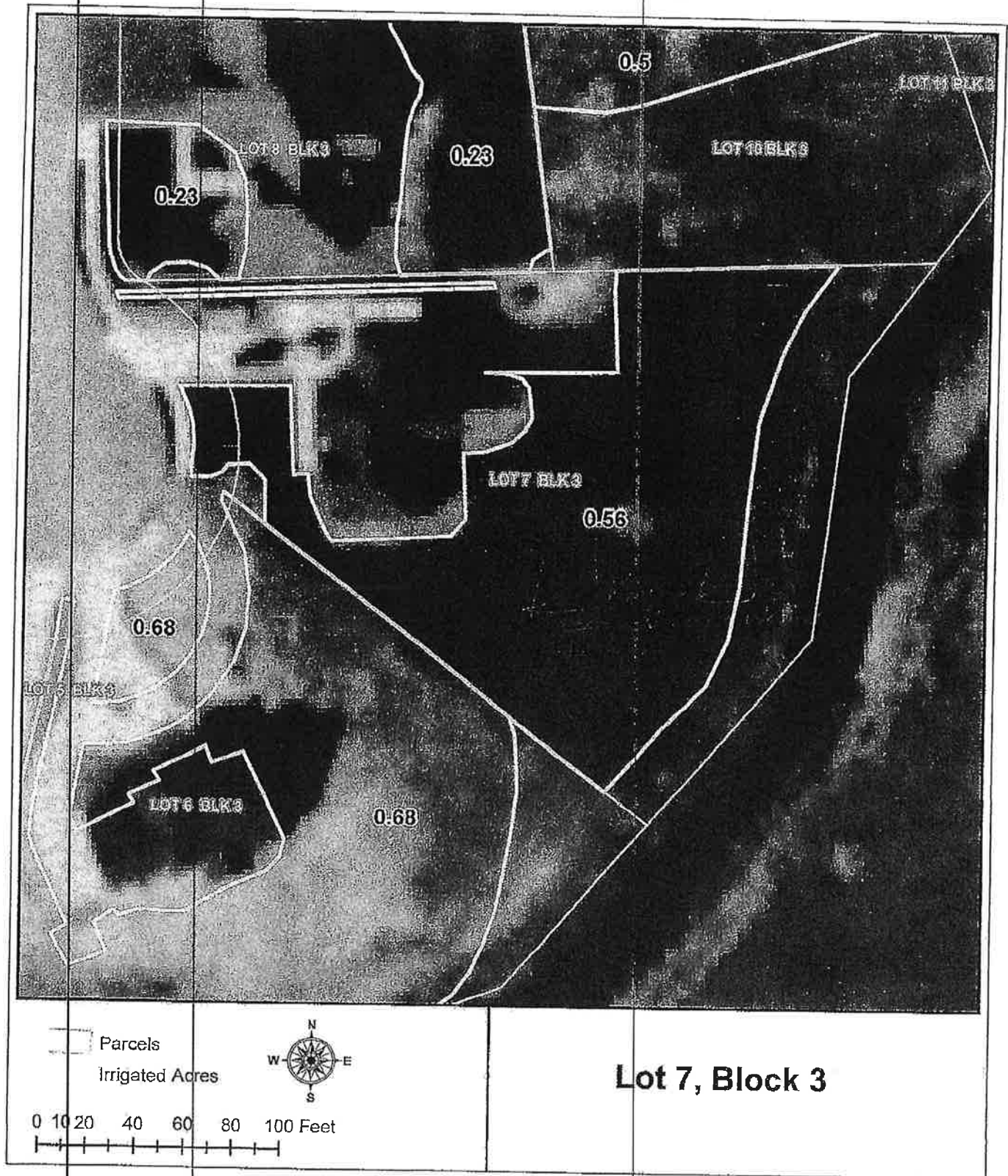

 Diana McArthur

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BM / _____ DATE: 1-21-2021 PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: BM / DATE: 1-21-2021 PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 15 day of September [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and RICK OR BETTY MILES [NAME], 446 N 4108 E Rigby 83442 [TYPE OF ENTITY], whose address is 446 N 4108 E Rigby 83442 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 13 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.7-acre portion of the Water Rights. Buyer has agreed to purchase the 0.7-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.7-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RM BSM DATE: 9-17-2020 PAGE 1 OF 4

84863

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AM/BSM DATE: 9-17-2020 PAGE 2 OF 4

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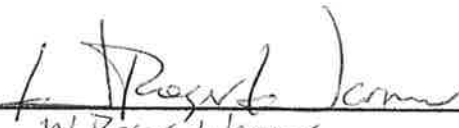
way affect the validity or enforcement of the remaining provisions, or any part hereof.

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

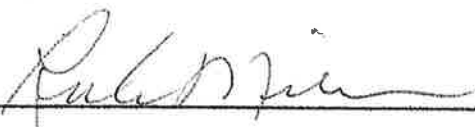
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Manager

"BUYER"



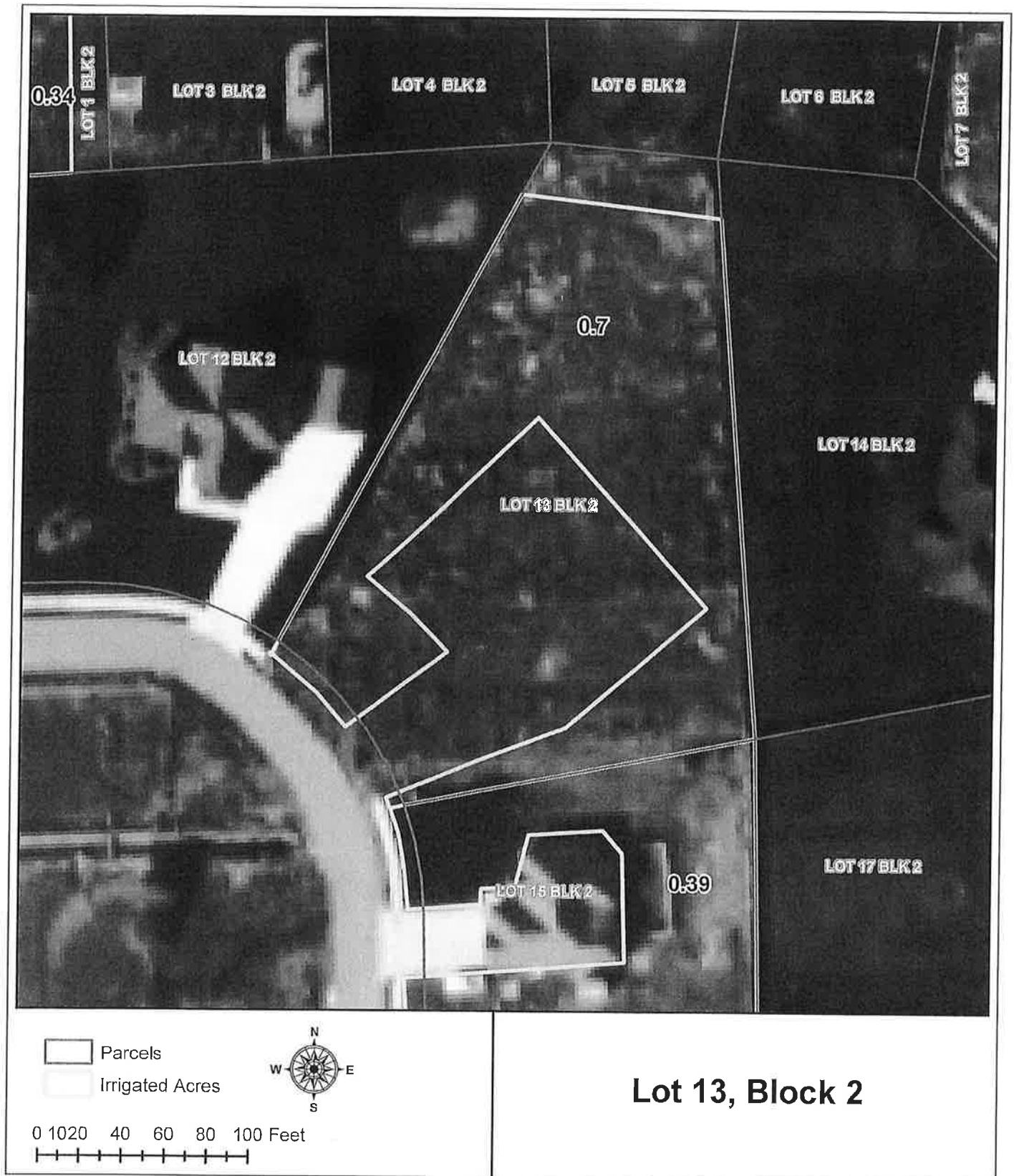

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ____ / ____ DATE: _____ PAGE 3 OF 4

84863.

Exhibit 1

Map of Proposed Acre Location



Lot 13, Block 2

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 4 OF 4

84863'

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 26 day of February, 2021 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and **Kyle Rod Parkinson and Lorin Ann Parkinson**, a married couple, whose address is 441 N Calloway Circle, Rigby, ID 83442 (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 2 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.25-acre portion of the Water Rights. Buyer has agreed to purchase the 0.25-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KRP / LAK DATE: 2/26/21 PAGE 1 OF 4

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MP JP, KRL DATE: 2/26/21 PAGE 2 OF 4

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

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

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

"SELLER"

Rocky Mountain Water Exchange, LLC



By: W. Roger L. Erner

Its: Manager

"BUYER"



Kyle Rod Parkinson



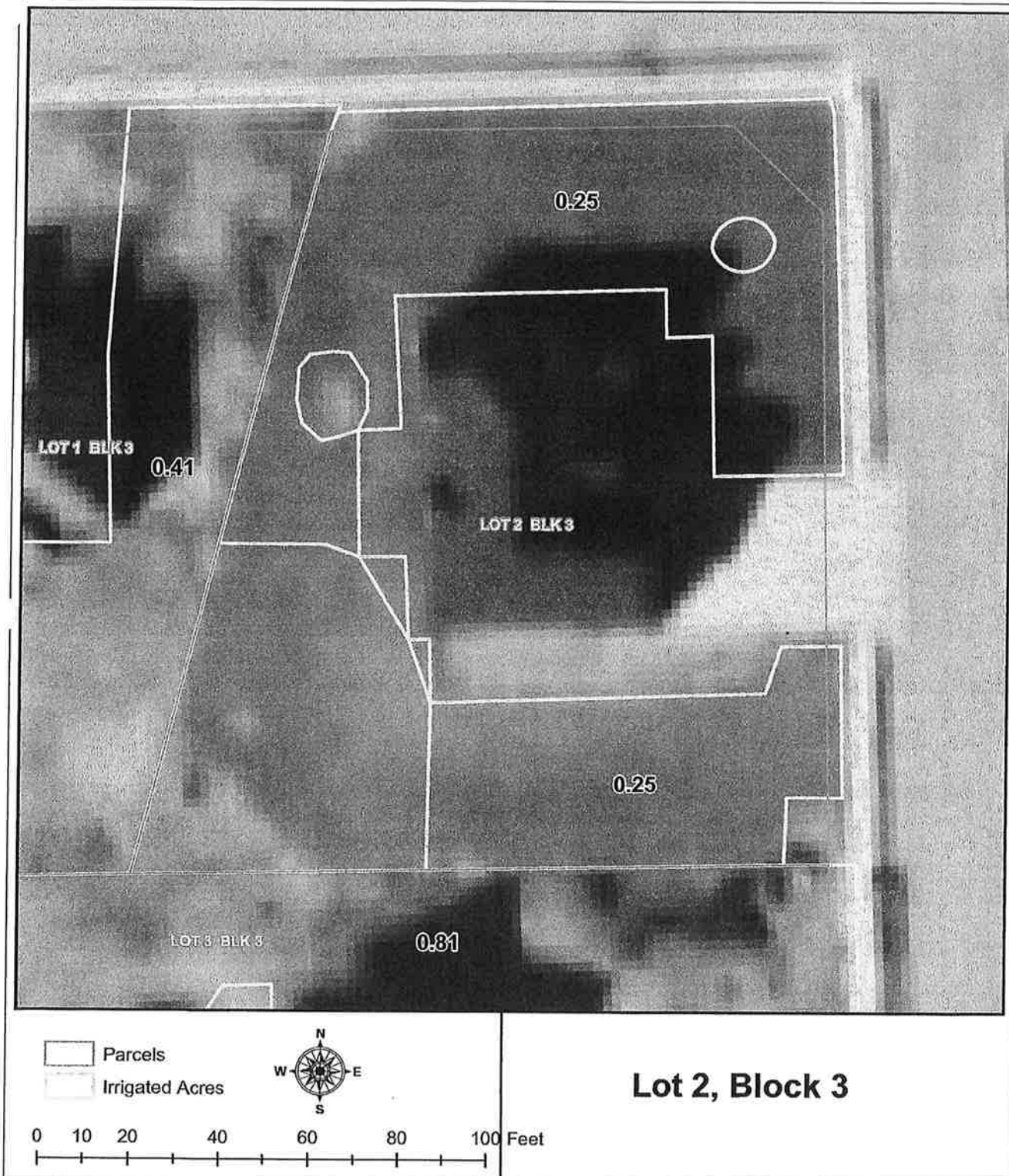
Lorin Ann Parkinson

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RP JR / LEW DATE: 2/26/21 PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
BUYER AND SELLER'S INITIALS: KP & KRL DATE: 2/10/21 PAGE 4 OF 4

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 15 day of Sept 12 [MONTH], 2018 (the "Effective Date"), by and between Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Mitchell Park 1954 Resident D [NAME], [TYPE OF ENTITY], whose address is _____ [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECTALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 15 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.39-acre portion of the Water Rights. Buyer has agreed to purchase the 0.39-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.39-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: M /

DATE: 9-15-2020 PAGE 1 OF 4

84863

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MR / _____ DATE: 9-15-2020 PAGE 2 OF 4

84863

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

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

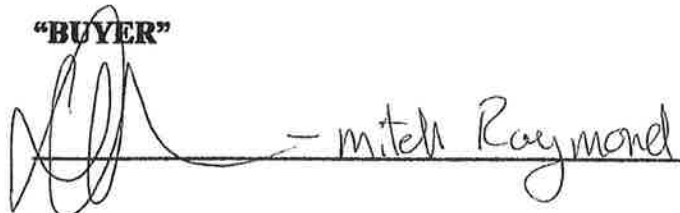
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Manager

"BUYER"


Mitchell Raymond

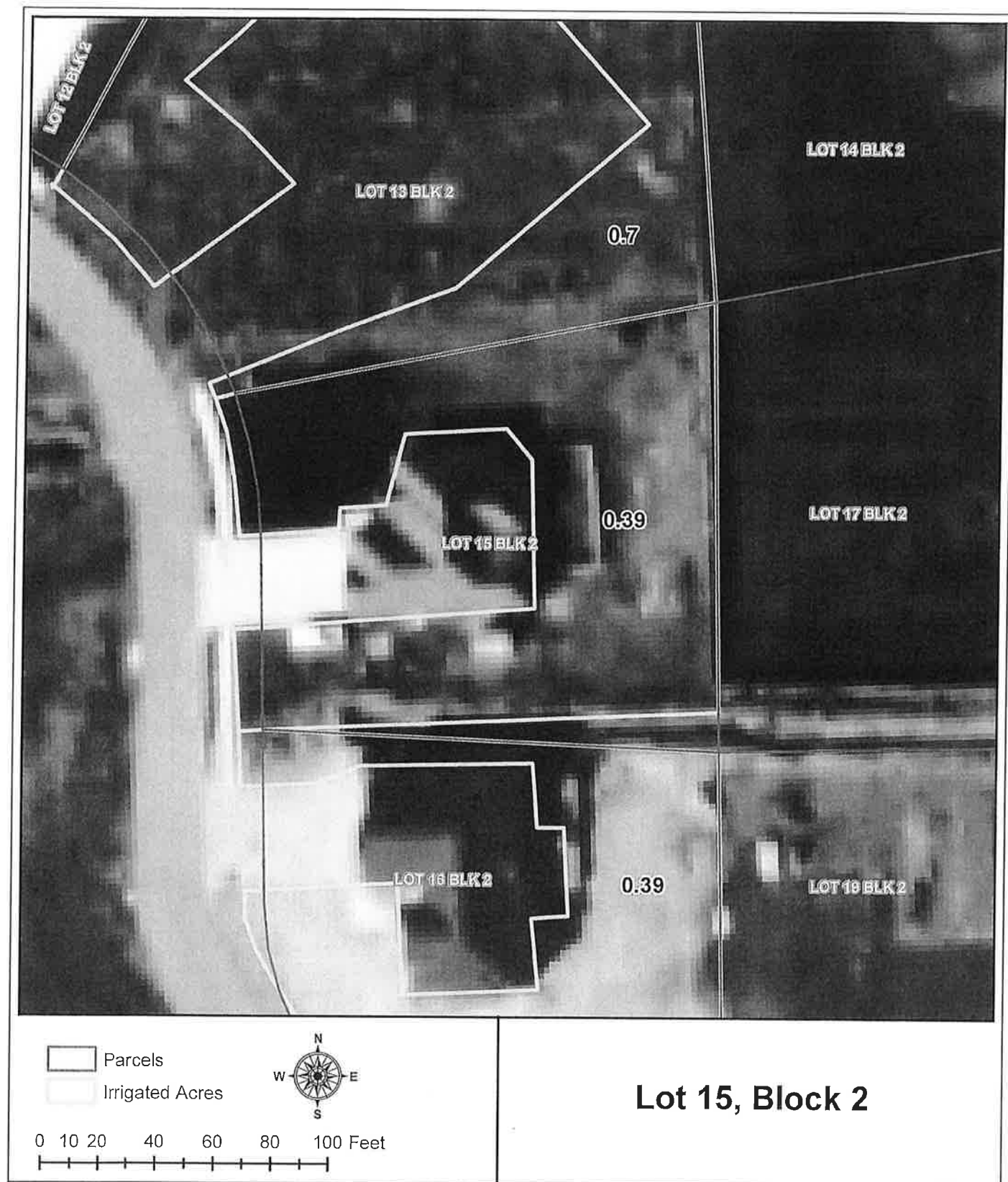
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MR / DATE: 9-15-2020 PAGE 3 OF 4

84863

Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

/

DATE:

PAGE 4 OF 4

84863

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of March, 2021 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and **Rivers Edge Development Inc.**, an Idaho corporation, whose address is 445 N 4185 E, Rigby, ID 83402 (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns, or otherwise has authorization to obtain water for, Lots 2, 3, and 4 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.95-acre portion of the Water Rights. Buyer has agreed to purchase the 0.95-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.95-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS _____ DATE: 4-29-21 PAGE 1 OF 4

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BS / _____ DATE: 4-29-21 PAGE 2 OF 4

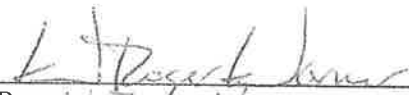
way affect the validity or enforcement of the remaining provisions, or any part hereof.

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

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Manager

"BUYER"

Rivers Edge Development Inc.

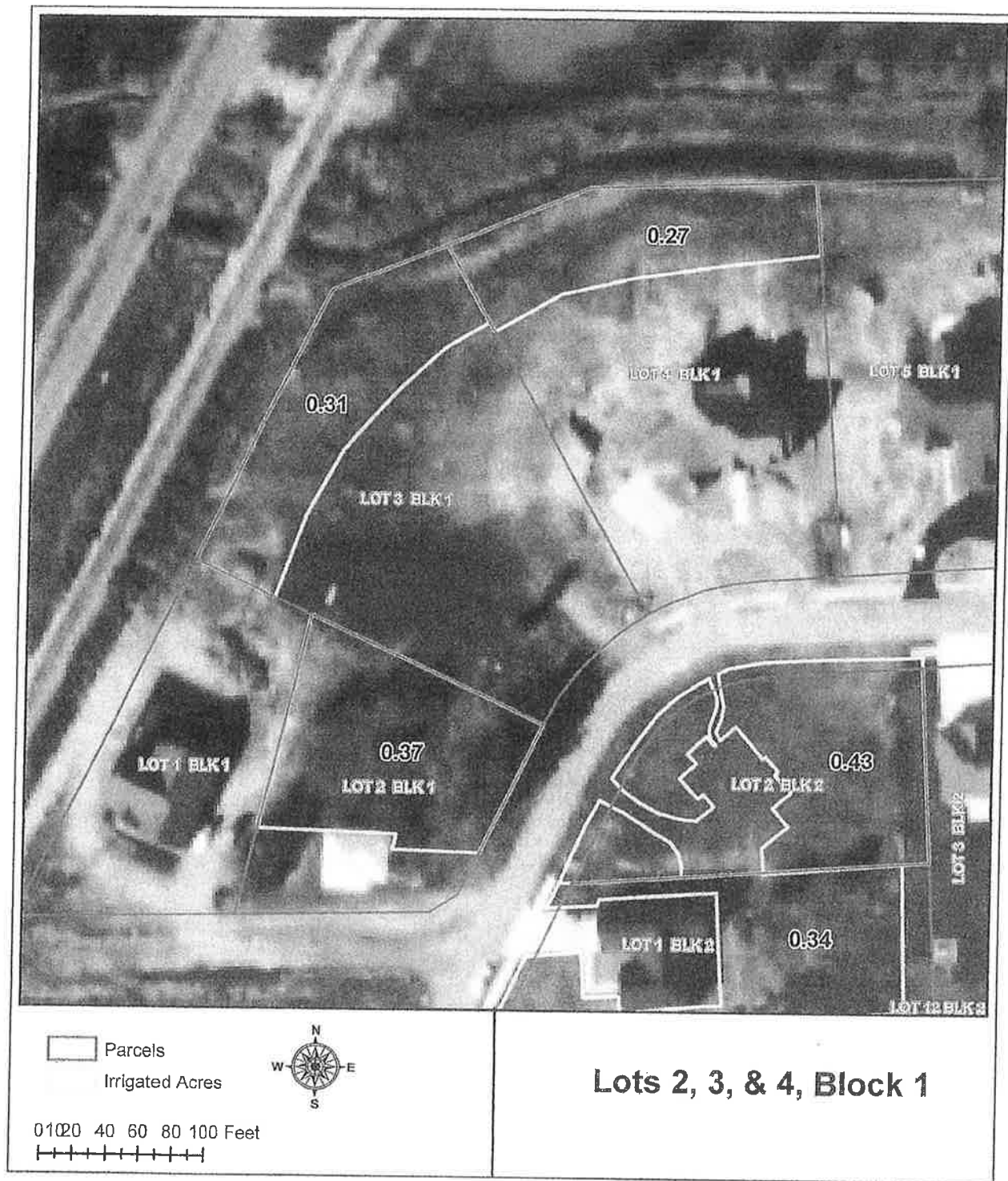

 By: [unclear]
 Its: President

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: B1 DATE: 4-29-21 PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



Lots 2, 3, & 4, Block 1

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: KG DATE: 4/27/21 PAGE 4 OF 4

SHIPPEN

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 26 day of DECEMBER [MONTH], ~~2018~~ ²⁰²⁰ (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and NICOLAS & HAILEY-SHIPPEN [NAME], [TYPE OF ENTITY], whose address is 437 CALLOWAY CIRCU [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 4 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a .58-acre portion of the Water Rights. Buyer has agreed to purchase the .58-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a .58-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: NH, JS DATE: 12/26/2020 PAGE 1 OF 4

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DATE:

PAGE 2 OF 4

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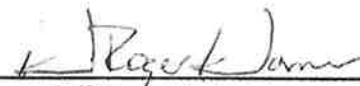
way affect the validity or enforcement of the remaining provisions, or any part hereof.

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

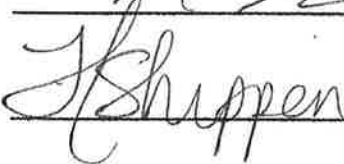
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Manager

"BUYER"

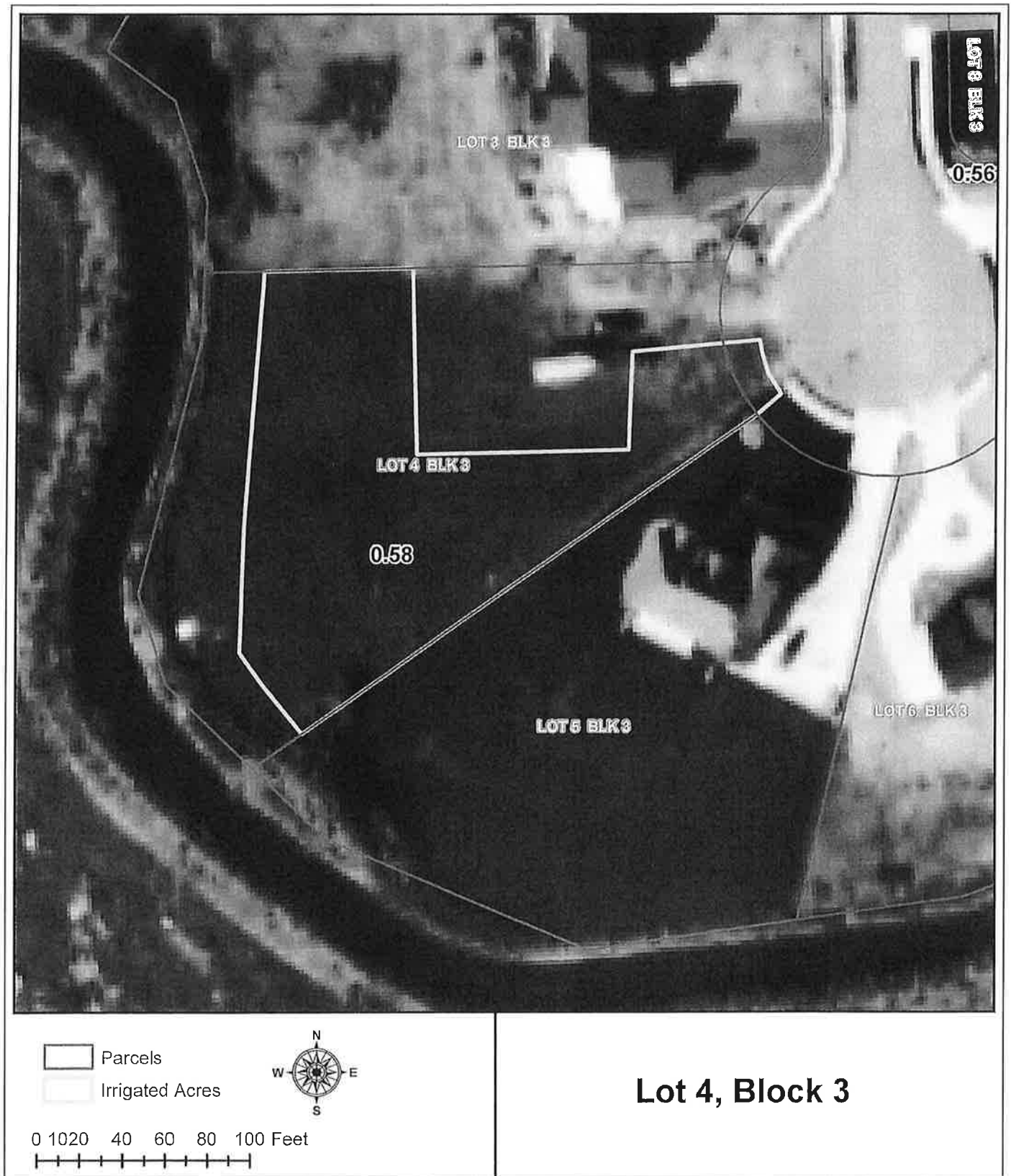
X 


AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



Lot 4, Block 3

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

/

DATE:

PAGE 4 OF 4

84865



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Brad Little
Governor

Gary Spackman
Director

April 14, 2021

ROCKY MOUNTAIN WATER EXCHANGE, LLC
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402

RE: Transfer No. 84863, 84864

Dear Applicant:

The Department of Water Resources has received your water right transfer applications. Please refer to the transfer numbers referenced above in all future correspondence regarding these transfers.

A legal notice of the applications has been prepared and is scheduled for publication in the JEFFERSON STAR on 4/21/2021 and 4/28/2021. Protests to these applications may be submitted for a period ending ten (10) days after the second publication.

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

If the applications are not protested, the Department will process your applications and notify you of any action taken on the applications. If your applications are approved, the Department will send you a copy of the approval documents.

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

Sincerely,

Christina Henman
Administrative Assistant

CC:
ROCKY MOUNTAIN ENVIRONMENTAL ASSOC INC
C/O KRISTIN MOORE
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Wednesday, April 14, 2021 1:26 PM
To: Olenichak, Tony
Subject: Application for Transfer No. 84863
Attachments: RecommendationForm Transfer68.docx

Watermaster:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at: <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

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

Henman, Christina

From: Henman, Christina
Sent: Wednesday, April 14, 2021 1:25 PM
To: 'info@jeffersonstarnews.com'
Subject: Legal Notice for Jefferson Star
Attachments: 84863, 84864 Jefferson Star.docx

LEGAL NOTICE DEPARTMENT
JEFFERSON STAR
PO BOX 37
RIGBY, ID 83442

RE: Transfer No. 84863, 84864
Water Right No(s). 1-7017, 35-7720

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 5/10/2021. Your cooperation is appreciated.

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

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 84863**

ROCKY MOUNTAIN WATER EXCHANGE, LLC, 482 CONSTITUTION WAY STE 303, IDAHO FALLS, ID 83402 has filed Application No. 84863 for changes to the following water rights within JEFFERSON County(s): Right No(s). 1-7017; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed point of diversion (North Rigby Canal) is in SWNW Sec 9 T04N R39E for 0.08 cfs from the Snake River. The proposed place of use is in SWNE, SENW and NWSE Sec 8 T04N R39E for 4.6 acres.

TRANSFER NO. 84864

ROCKY MOUNTAIN WATER EXCHANGE, LLC, 482 CONSTITUTION WAY STE 303, IDAHO FALLS, ID 83402 has filed Application No. 84864 for changes to the following water rights within JEFFERSON County(s): Right No(s). 35-7720; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change points of diversion and place of use. The proposed points of diversion (2 wells) are in NWSE Sec 8 T04N R39E for 0.09 cfs from ground water. The proposed place of use is in SWNE, SENW and NWSE Sec 8 T04N R39E for 4.6 acres. For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 5/10/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 4/21/2021 and 4/28/2021