

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 84815

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Brigham Cook

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: Deeds and Agreement between Lynn Dixon and Palisades Irrigation Co.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 16 2021

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

Name of Applicant(s) Brigham Cook Phone 208-681-7214
 Mailing address 4733 E County Line Rd, Ririe, Idaho 83443 Email brighamcook@hotmail.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.

 Brigham Cook 1-22-2021
 Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

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

A. PURPOSE OF TRANSFER

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

Narrative to Support Transfer of 23-11H and 23-11J

Brigham Cook

Applicant proposes to transfer water rights 23-11H and 23-11J to an existing point of diversion downstream on the Snake River. Copies of contracts between the Water Right Holders, Rocky Mountain Water Exchange LLC (Broker) and Brigham Cook (Buyer), are attached to this application as Attachment #3.

Water right 23-11H is diverted from the Lynn Dixon pump on the Snake River for irrigation of 37.7 acres. A portion of the acreage will remain behind to be used by the current water right holder. Only 26.4 acres are proposed to be transferred in this application. They have been protected in the Water Supply Bank and were recently released in December 2020.

Water right 23-11J was originally delivered to the Lynn Dixon pump on the Snake River or Palisades Canal on Palisades Creek for irrigation of 119.5 acres in Section 20, Township 1 North, Range 44 East. It was sold to Palisades Irrigation Company Inc. in 2019 and was transferred into the Palisades Canal system for distribution to new lands in the Palisades service area under Transfer 83027. The acres originally irrigated under 23-11J were retired from irrigation. The Lynn Dixon Pump on the Snake River was removed as a point of diversion. Palisades Irrigation Co. has deeded the water right back to Lynn Dixon, the original water right holder, in lieu of payment and has agreed to allow the water right to be transferred out of their system without protest. A copy of the deeds and agreement are included in Attachment #10.

Since water right 23-11J will be removed from the Palisades Canal, and there are other water right holders within the conveyance canal that could potentially be injured, this Transfer proposes to leave a portion of the water right behind in the conveyance canal as mitigation. The water right was decreed with 3.54 cfs for 119.5 acres (a rate of 0.03 cfs/acre) to allow for additional water required to compensate for the high conveyance losses within the conveyance canal. To determine the amount of mitigation water necessary to keep other water users in the conveyance canal whole, the Worstall Method¹ was employed to calculate the conveyance losses. This method uses the following equation:

$$S = 0.0667iW$$

Where S = seepage loss (cfs/mile)

i = seepage rate (ft/day)

W = top width of water surface (ft)

0.0667 = Conversion factor to convert units and a factor to estimate the wetted perimeter as a function of W

Palisades Canal diverts from Palisades Creek and after about ¼ mile, splits into the north ditch and the south ditch. 23-11J has historically been delivered down the south ditch, so this analysis only evaluates losses in this portion.

¹ As described on Pages 35-38 of *Guidelines for the Evaluation of irrigation Diversion Rates*, prepared by Hubble Engineering, Inc. and Associated Earth Sciences, Inc. for the State of Idaho Department of Water Resources.

The NRCS Soil Report² identifies four slightly different soil types through which the Palisades Canal and then the South Ditch pass, including clay loam, sandy loam, and a very gravelly loam. Seepage losses were calculated within each of these different soil types at 2 ft deep using seepage rates obtained from the Hubble report.

Reach lengths were calculated using GIS and Reach Width was estimated by measuring canal and ditch width using Google Earth imagery. The reaches of the evaluated canal/ditch are shown in the figure below. Reach 4 ends with the last user on the ditch who holds private water rights delivered through Palisades Canal.

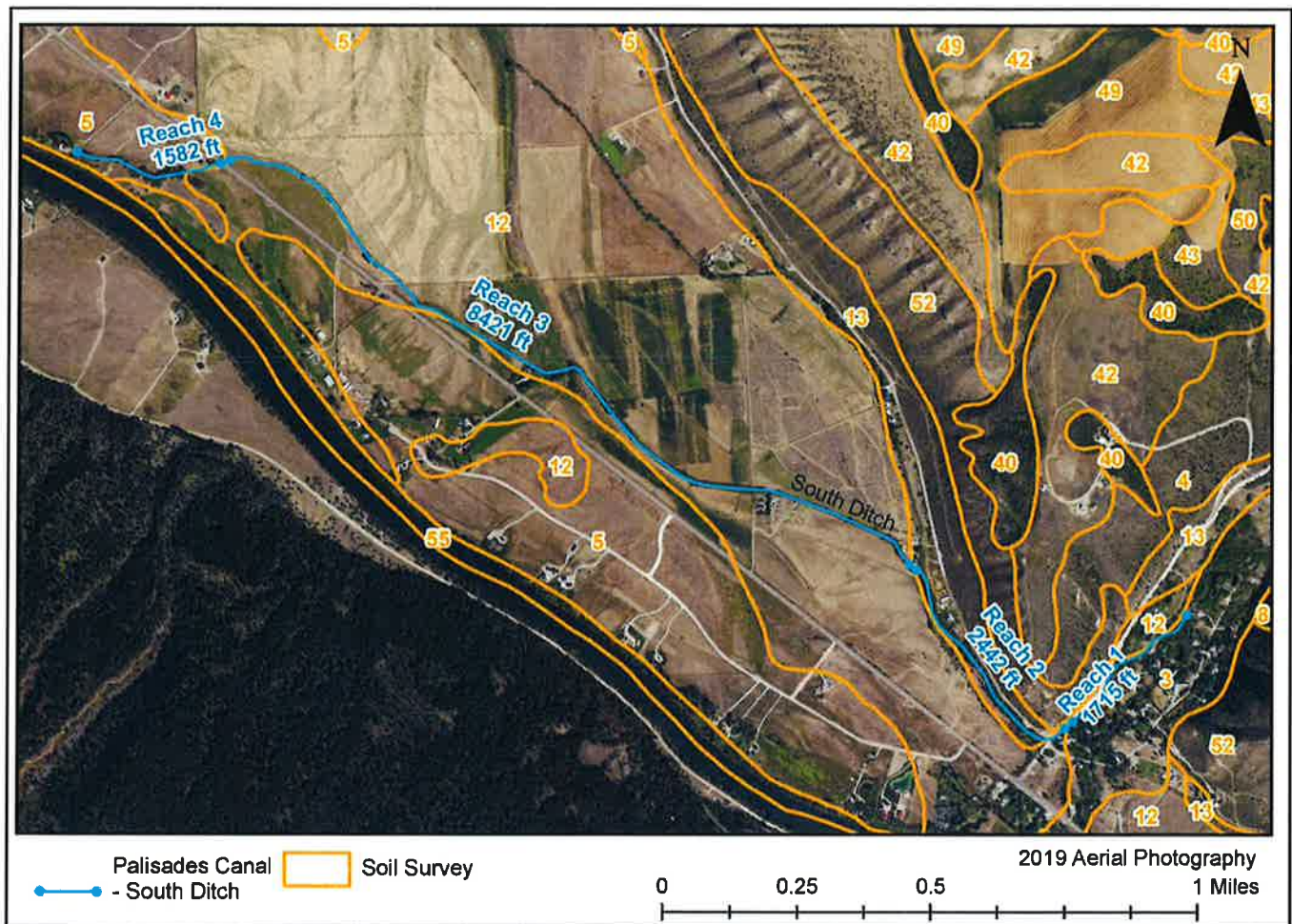


Figure 1. South Ditch of Palisades Canal from headgate to last user on ditch, overlapping soil survey map from NRCS.

² Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at the following link: <http://websoilsurvey.sc.egov.usda.gov/>. Accessed [2/8/2021].

Table 1 shows the values used to calculate the total conveyance losses in the conveyance canal and ditch, which were entered into the equation given in the Worstall Method. Total conveyance losses are calculated to be 3.32 cfs. Water Right 23-11J is one of several senior water rights delivered through Palisades Canal to users on the South Ditch. These water rights are privately owned and include up to 17 cfs combined, as shown in Table 2. Each of these users contributes a proportionate share to the total conveyance losses. The proportionate share of 23-11J is about 21% ($3.54 \text{ cfs} / 17 \text{ cfs} = 20.8\%$), or 0.69 cfs. **Therefore, it is proposed to leave 0.69 cfs behind to be delivered through the Palisades Canal for the purpose of mitigating conveyance losses to remaining users pertaining to the South Ditch. The applicant will then receive the benefit of the remaining portion of the water right (2.85 cfs) at the new pump location downstream on the Snake River.**

Table 1. Conveyance Loss Calculation of Palisades Canal and South Ditch

Reach	Soil Symbol	Soil Texture @ 2 ft	i - Loss per day (ft/day)	Reach Length (ft)	Reach Length (mi)	W - Reach Avg Width (ft)	S (cfs/mile)	Conveyance Losses (cfs)
1	3	Silty loam, silty clay loam	0.41	1,715	0.32	14	0.38	0.12
2	13	gravelly loam, very gravelly loam	2.2	2,442	0.46	18	2.64	1.22
3	12	gravelly loam, very gravelly loam	2.2	8,421	1.59	8	1.17	1.87
4	5	sandy loam	0.66	182	0.30	8	0.35	0.11
Total				14,160	2.68			3.32

Table 2. Other Users on South Ditch of Palisades Canal

Water Right #	cfs	% Total
23-61*	2.34	14%
23-75	2.89	17%
23-75A	0.83	5%
23-12	3.2	19%
23-13A	2.8	16%
23-11307	0.2	1%
23-11308	0.55	3%
23-11309	0.48	3%
23-11D	0.17	1%
23-11J	3.54	21%
Total	17	100%

*Includes all of the splits, 23-11425--23-11434

In order to remove the water rights from the Palisades Irrigation Company service area, it is also necessary to reduce the total irrigated acres by 145.9 acres. Palisades Irrigation Company has agreed to this change, as indicated in a consent letter included in Attachment #10.

The proposed added point of diversion is an existing pumping station operated by Brigham Cook. There are no other water rights delivered through this pump. All water previously diverted from this location is storage water from Palisades Water Users Inc.

It is anticipated that storage water will continue to pertain and be used in the same irrigation system to supplement this transferred water right during water shortages and/or provide for irrigation as was done prior.

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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	23-11H	0.82 cfs	Irrigation	4/15 to 10/31	Snake River
☒ ☐	23-11J	2.85 cfs	Irrigation	4/15 to 10/31	Palisades Creek
☐ ☐		0.69 cfs	Mitigation	4/15 to 10/31	Palisades Creek
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.36 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 4.36 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			NW	SW	23	4N	40E	MADISON	SNAKE RIVER	COOK PUMP
N		SW	SW	SE	26	1N	44E	BONNEVILLE	PALISADES CREEK	PALISADES 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	40E	13						40	40		40	40	40	40		33	32		305
		14	38			38									38			37	151
Total Acres (for irrigation use)																			456

Acre Limit of 145.9 acres

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:

Existing pump on the Snake River that delivers to mainline and pivot irrigation system. Measuring device already installed.

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

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Existing historical point of diversion.

- 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 pertaining to 23-11H will no longer be irrigated. 23-11J pertains to Palisades Irrigation Co. service area. Diversion at the headgate will be reduced and the overall acres of the canal company will be reduced by 119.5 acres.

- 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:

Palisades Canal POD delivers Palisades Irrigation rights and many other private rights. Lynn Dixon Pump also diverts 1-10554, 1-10555, 23-11F, 23-11G, & 23-11284. Existing POU receives Palisades Irrig. shares and Palisades Water Users storage. Proposed POD and POU receive water from Palisades Water Users only.

- 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:



WATER RIGHT REPORT

1/11/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11H

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SNAKE RIVER ESTATES LLC PO BOX 111 IRWIN, ID 83428-0111 8015731580
Attorney	ROBERT L HARRIS PO BOX 50130 IDAHO FALLS, ID 83405-0130 2085230620

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

Water Supply Bank 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	04/15	10/31	1.17 CFS	
Total Diversion			1.17 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER|SESWSW Lt 3|Sec. 21|Township 01N|Range 44E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE 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>
01N	44E	21		NESW	1.2		NWSW	23.4	3	SWSW	13.1			

Total Acres: 37.7

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E17 Use of this right is combined with water from The Palisade Irrigation Co.
3. F06 The following rights are diverted through point of diversion described above: 1-10554, 1-10555, 23-11F, 23-11G, 23-11H and 23-11284.
4. R19 The right holder shall maintain a totalizing measuring device of a type approved by the Department as a part of the diverting works.
5. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
6. A measuring device (not totalizing) must be provided at the point where Palisades Creek discharges into Snake River and at the Palisades Canal diversion. The rate of flow diverted under this right shall at no time exceed the rate of flow of Palisades Creek where it discharges into Snake River, nor shall it exceed the rate of flow available at the Palisades Canal diversion located at T01N R44E S26 SWSWSE.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

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

Water Supply Bank:

Lessor Name(s): SNAKE RIVER ESTATES LLC

Lease Status: Active

Lease Amount: .75cfs

Rental Availability: .75cfs

Date Received: 5/16/2016

Lease Begin Date: 1/1/2016

Expiration Date: 12/31/2020



WATER RIGHT REPORT

1/11/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN DIXON PO BOX 111 IRWIN, ID 83428-0111 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PALISADES CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK | SWSWSE | Sec. 26 | Township 01N | Range 44E | BONNEVILLE County

IRRIGATION Use:

Acre Limit: 119.5

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

1. X27 This right is limited to the irrigation of 119.5 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 23-11J, 23-50D, 23-50E and 23-104 when combined shall not exceed the irrigation of 2599 acres.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010).
7. 129 Place of use is within the area served by The Palisade Irrigation Company.
8. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
9. U45 The place of use does not include federal land.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre: 3.5

Combined Acres Limit: 2599

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:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$820.60 Date 3/16/21 Received by CCH Receipt # E046735

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)

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 25 day of January, 2021 the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership 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 "Broker").
3. **Brigham Cook**, a married man, whose address is 4733 E County Line Rd, Ririe, Idaho, 83443, hereinafter "Buyer";

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller is the owner of Water Right Nos. 23-11H and 23-11J (the "Water Rights"), which were decreed on February 8, 2010 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 August 15, 1893. The current description of the Water Rights 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**.
- B. Seller desires to sell, and Buyer desires to buy, up to the entire 119.5 acres of the 23-11J and up to a 26.4 acre-portion of 23-11H. Buyer has agreed to purchase the Water Rights 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. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Rights.

Water Right #:	23-11H
Source:	SNAKE RIVER TRIB. TO COLUMBIA RIVER
Purpose:	Irrigation
Priority:	AUGUST 15, 1893
Quantity (Diversion Rate):	0.82 cfs
Quantity (Volume):	91.7 acre-feet annually
Place of Use (Acreage):	up to 26.4 acres identified on Exhibit 2 .

Water Right #:	23-11J
Source:	PALISADES CREEK TRIB. TO SNAKE RIVER
Purpose:	Irrigation
Priority:	AUGUST 15, 1893
Quantity (Diversion Rate):	3.54 cfs
Quantity (Volume):	418.3 acre-feet annually
Place of Use (Acreage):	119.5 acres identified on Exhibit 2 .

Combined Quantities

Quantity (Diversion Rate):	4.36 cfs
Quantity (Volume):	510 acre-feet annually
Place of Use (Acreage):	up to 145.9 acres

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

2. Property Retained. Other than the Purchased Water Rights, Seller reserves and retains unto Seller all remaining portions of the Water Rights and any other water rights that may be appurtenant to the authorized place of use for the Water Rights. No land, easements, or other property interests, other than the Purchased Water Rights, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Rights is up to [REDACTED] (the "Purchase Price") depending upon total acres transferred.
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Rights to Buyer's desired location. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be

required to void or reverse the Transfer in order to return the Purchased Water Rights to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.

6. Transfer Contingencies.

- (a) Unstacking of Water Rights. While the elements of the Water Rights are stacked with The Palisades Irrigation Company, Inc. water rights and are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Rights from the canal shares that overlap portions of the water right.
- (b) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 145.9 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Rights for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.
- (c) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.

7. Closing.

- (a) Closing Date. If (1) the Water Rights is unstacked from The Palisade Irrigation Company, Inc.; and (2) no protest to the Transfer is filed with IDWR and (3) IDWR issues a transfer approval consistent with paragraph 6(b), then Closing on the Purchased Water Rights shall occur within 30 days after the date all the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR and Buyer does not exercise the contingency set forth in paragraph 6(b) of this Agreement, the Closing shall occur with 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, 1655 Elk Creek Drive Suite 100, Idaho Falls, Idaho 83404, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price less the Earnest Money.

- (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Rights, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Rights free and clear of encumbrances.
- (d) 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 Transfer 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.
8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.
9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:
- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Rights in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Rights on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
- (b) Conveyance. Seller shall then convey the Purchased Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
- (c) Appurtenance. The Purchased Water Rights is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (d) Not Forfeited. No portion of the Purchased Water Rights has been forfeited or abandoned in whole or in part.

- (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
- 10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Rights, as follows:
 - (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
 - (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Rights, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Rights for Buyer's intended purposes.
- 11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
- 12. Miscellaneous.
 - (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
 - (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange LLC 482 Constitution Way Ste 303 Idaho Falls, ID 83402 rog.rmea@gmail.com	Brigham Cook 4733 E County Line Rd. Ririe, ID 83443 brighamcook@gmail.com
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Keller Williams Realty East Idaho 3525 Merlin Dr. Idaho Falls, ID 83404 rgnord@ida.net	

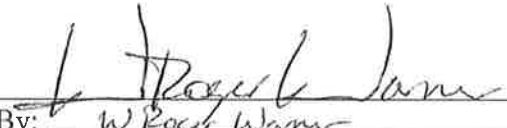
- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Rights. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Broker.
- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of or arising from any such claim, demand or suit.
 - (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.
- (e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

- (f) 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.
- (g) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (h) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (j) 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.
- (k) 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"

BRIGHAM COOK



"BROKER"

KELLER WILLIAMS EAST IDAHO

A handwritten signature in dark ink, appearing to read "Reed D. Nord", is written over a horizontal line.

Michael James Johnston

By: Reed D. Nord, Agent for Broker

Exhibit 1
The "Water Rights"

IDAHO Department of
Water Resources



WATER RIGHT REPORT

1/11/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11H

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SNAKE RIVER ESTATES LLC PO BOX 111 IRWIN, ID 83428-0111 8015731580
Attorney	ROBERT L HARRIS PO BOX 50130 IDAHO FALLS, ID 83405-0130 2085230620

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

Water Supply Bank 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	04/15	10/31	1.17 CFS	
Total Diversion			1.17 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER | SESWSW Lt 3 | Sec. 21 | Township 01N | Range 44E | BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE 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>
01N	44E	21		NESW	1.2		NWSW	23.4	3	SWSW	13.1			

Total Acres: 37.7

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E17 Use of this right is combined with water from The Palisade Irrigation Co.
3. F06 The following rights are diverted through point of diversion described above: 1-10554, 1-10555, 23-11F, 23-11G, 23-11H and 23-11284.
4. R19 The right holder shall maintain a totalizing measuring device of a type approved by the Department as a part of the diverting works.
5. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
6. A measuring device (not totalizing) must be provided at the point where Palisades Creek discharges into Snake River and at the Palisades Canal diversion. The rate of flow diverted under this right shall at no time exceed the rate of flow of Palisades Creek where it discharges into Snake River, nor shall it exceed the rate of flow available at the Palisades Canal diversion located at T01N R44E S26 SWSWSE.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

IDAHO Department of Water Resources



WATER RIGHT REPORT

1/11/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN DIXON PO BOX 111 IRWIN, ID 83428-0111 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PALISADES CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK | SWSWSE | Sec. 26 | Township 01N | Range 44E | BONNEVILLE County

IRRIGATION Use:

Acre Limit: 119.5

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

1. X27 This right is limited to the irrigation of 119.5 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 23-11J, 23-50D, 23-50E and 23-104 when combined shall not exceed the irrigation of 2599 acres.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010).
7. 129 Place of use is within the area served by The Palisade Irrigation Company.
8. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
9. U45 The place of use does not include federal land.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre: 3.5

Exhibit 2
Map of 145.9 Acres—the “Purchased Water Right”

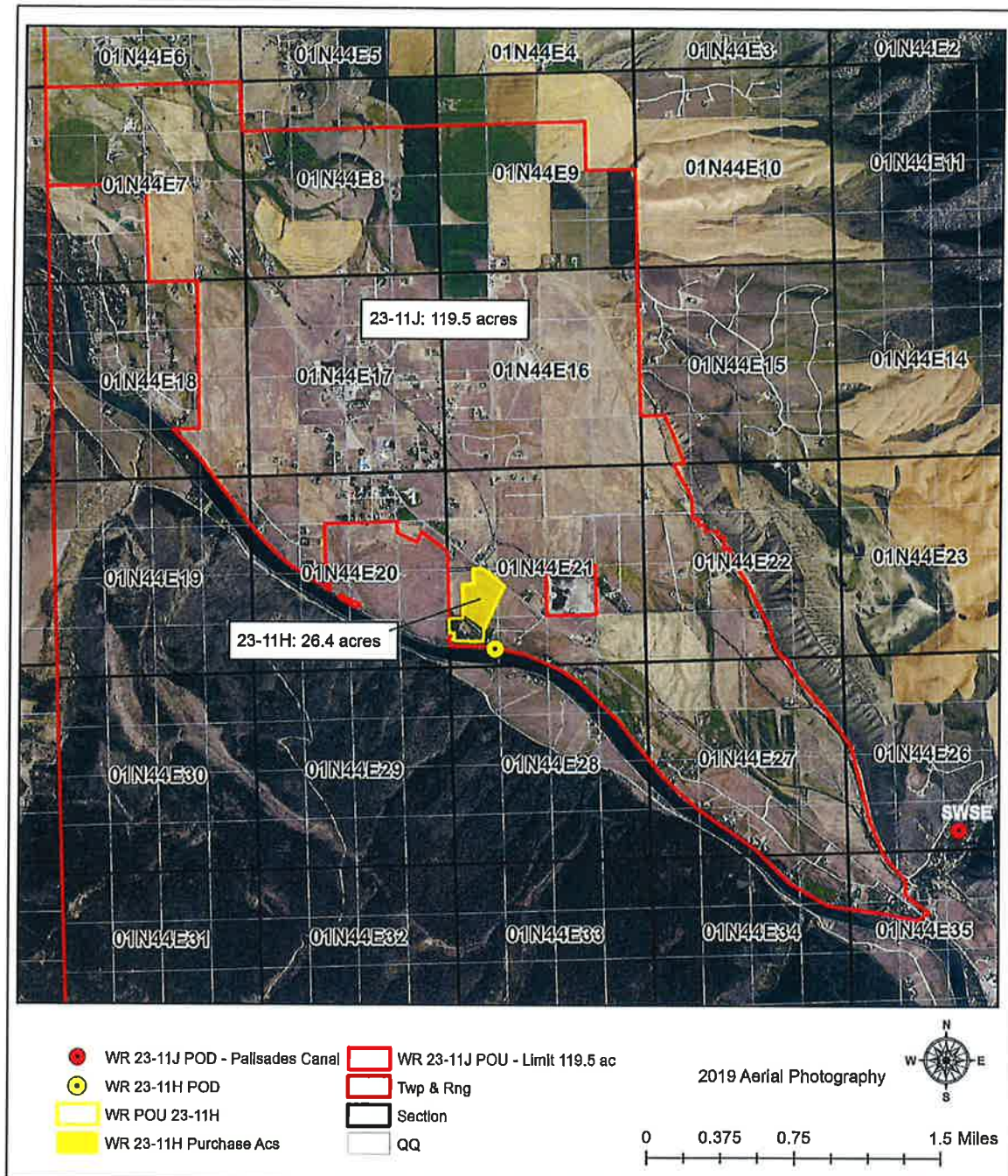


**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Rocky Mountain Water Exchange LLC
482 Constitution Way Ste 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

LYNN DIXON, a married man, whose address is PO Box 111, Irwin, Idaho 83428, and SNAKE RIVER ESTATES LLC, an Idaho limited liability company, whose address is PO Box 111, Irwin, Idaho 83428 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto BRIGHAM COOK, a married man, whose address is 4733 E County Line Rd, Ririe, Idaho, 83443 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 20_____.

"GRANTOR"

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the ____ day of _____,
2021, by **LYNN DIXON**.

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the ____ day of _____,
2021, by _____ **[NAME]**.

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

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 13 day of JANUARY, 20 21 between the following parties: LYNN DIXON + SNAKE RIVER ESTATES 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. 23-11H + 23-11J, (the "Water Right") which was decreed on 2-8-2010 [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 8-15-1893 [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 145.2 acre portion of the water right (whether the entire Water Right or a portion thereof is designated, either is referred to hereinafter simply as the "Water Right").

{ 23-11J 119.5 acres
23-11H 26.4 acres } 145.2 X

NET LISTING AGREEMENT

SELLER'S INITIALS: JD

PAGE 1 of 5

84815

3. TERM OF AGREEMENT:

The term of this Agreement shall commence on 1-13-21 and shall expire at 11:59 p.m. on 6-13-21 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 wants to NET \$ [REDACTED] X JO from the sale of this Water Right. The 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 the reserve price 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.

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 using the attached Property Disclosure Statement 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.

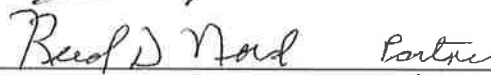
15. If you do not understand any statement in this contract, do not sign. _____.

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

"SELLER"



"BUYER"

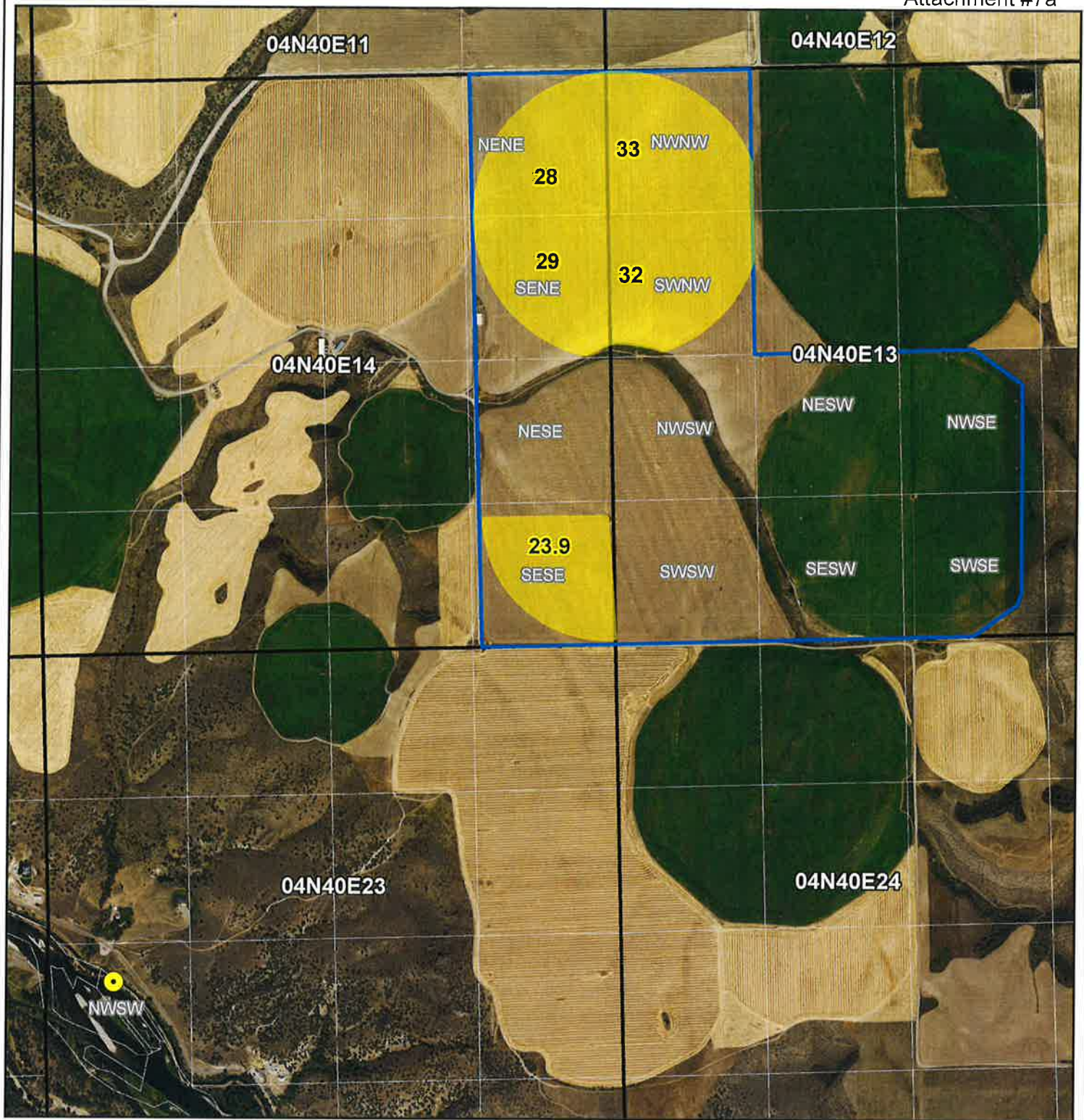
"Exchange" ^{WR}
ROCKY MOUNTAIN WATER EXCHANGE, LLC
 Roger Warner, Partner

By: ~~W. Roger Warner~~ Reed D. Nord
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO



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



2019 Aerial Photography

Proposed Location

Brigham Cook

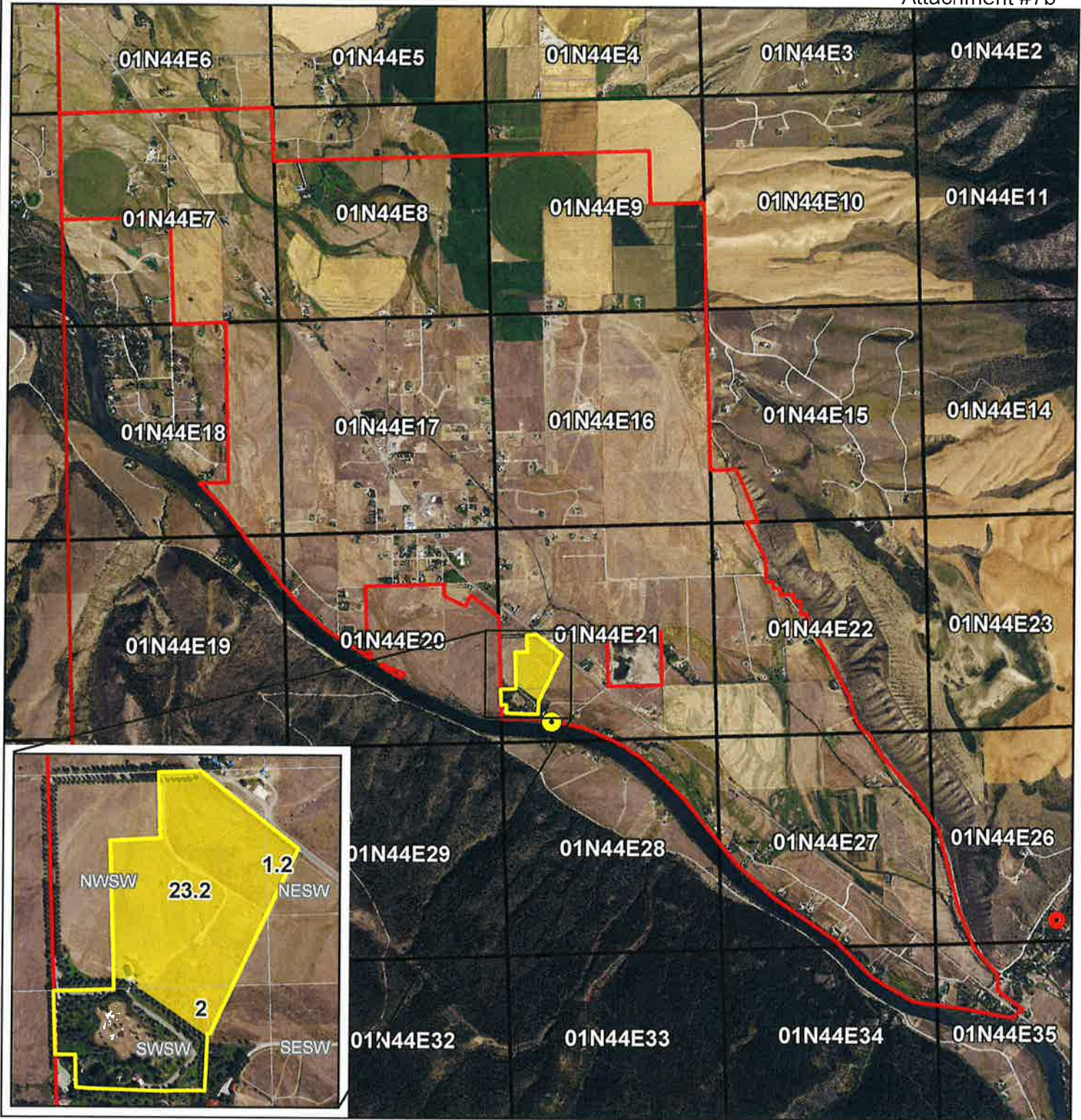
- Proposed POD
- Proposed Irrigated Acres
- Proposed PPU
- Twp & Rng
- Section
- QQ

RMEA #18-0200

by: KM

Date: 1/19/2021





0 0.5 1 2 Miles

2019 Aerial Photography

- WR 23-11H POD
- WR POU 23-11H Purchase Acs
- WR POD 23-11J - Palisades Canal
- WR POU 23-11J - 119.5 ac limit
- WR POU 23-11H
- Twp & Rng
- Section

Existing Locations

Brigham Cook

RMEA #18-0200

by: KM

Date: 1/19/2021



March 5, 2021

To: Idaho Department of Water Resources

From: The Palisade Irrigation Company, Inc.

Subject: Application for Water Right Transfer to Change Point of Diversion and Place of Use for Water Right 22-11J and a 26.4-acre Portion of Water Right 23-11H From the Palisade Canal.

Lynn Dixon ("Dixon") is the current owner of Water Right No. 23-11J, which authorizes the irrigation of 119.5 acres. This water right is currently authorized to divert water from the Palisade Canal. WR 23-11J was purchased through a secured transaction by The Palisade Irrigation Company, Inc. (the "Company") from Dixon. The Company received approval for Transfer No. 83027, which incorporated WR 23-11J into the Company's portfolio of water rights. The original place of use for WR 23-11J on Dixon's property was removed from the Company's service area, and the Company intended to designate a new location for the 119.5 acres. However, the Company later decided to convey WR 23-11J back to Dixon as evidenced by the *Warranty Deed in Lieu of Foreclosure* recorded as Instrument No. 1664804 in the records of Bonneville County, Idaho. The Company had not yet designated a new location for the 119.5 acres. Dixon now desires to move, through a transfer application, all of WR 23-11J out of the Palisade Canal. The Company hereby consents to such transfer and consents to the removal of these same acres from the acreage of the Company's overlapping water rights.

Additionally, Dixon owns 23-11H, which is authorized to divert water from a pump on the Snake River for lands located within the Company's service area. The Company consents to Dixon's proposal to transfer a 26.4-acre portion of 23-11H, and consents to removal of these same acres from the acreage of the Company's overlapping water rights. The location of the 26.4 acres is depicted on the attached map.

**THE PALISADE IRRIGATION COMPANY,
INC.**

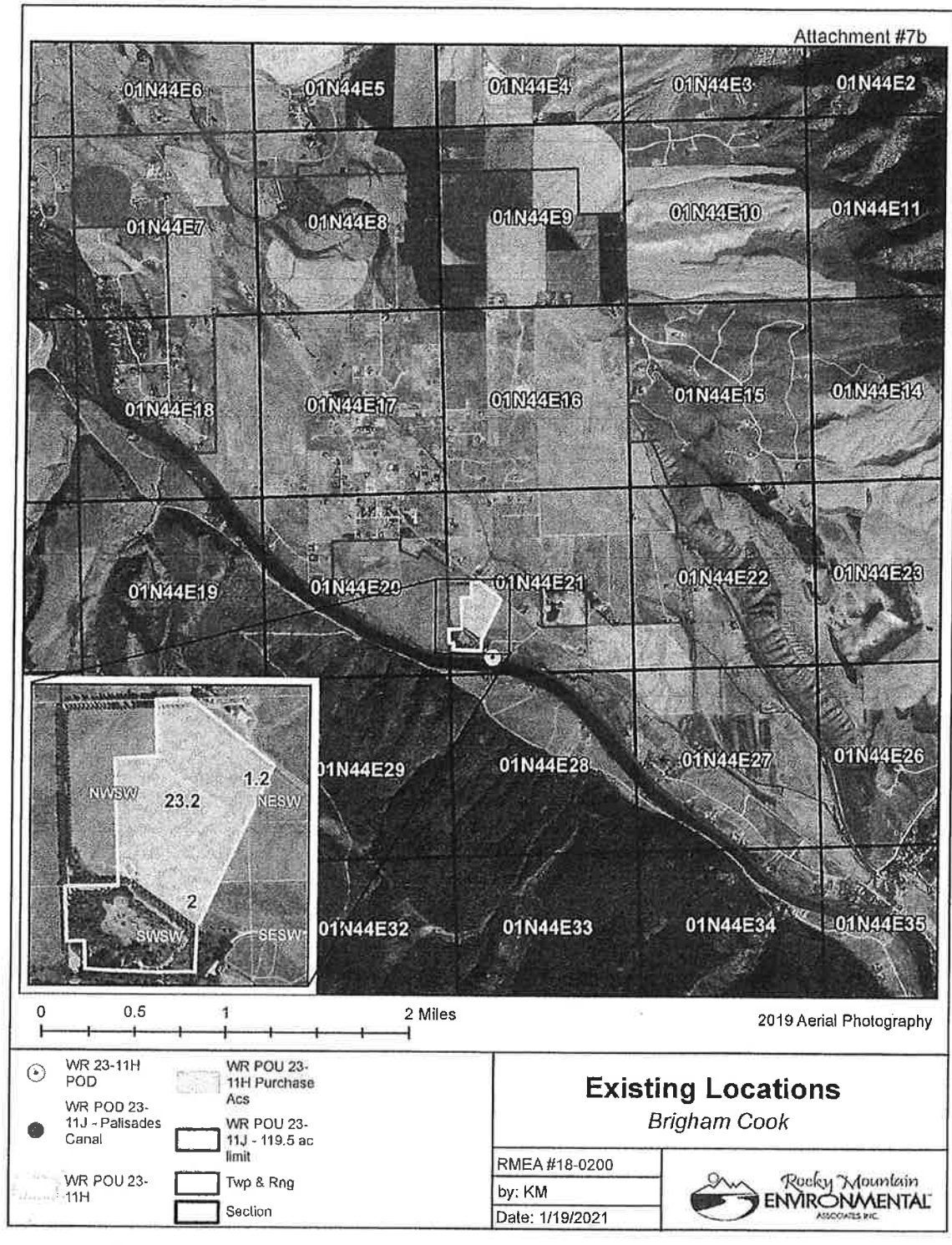

By: JOSEPH LUNDQUIST
Its: _____

STATE OF IDAHO)
COUNTY OF Bonneville) ss.
)

This record was acknowledged before me on this 5th day of March, 2021,
by Joseph Lundquist as the President
authorized representative of the **THE PALISADE IRRIGATION COMPANY,**
INC.



Linda C. Sargent
NOTARY PUBLIC FOR IDAHO
My commission expires: 11/13/24



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Instrument # 1608841
Bonneville County, Idaho Falls, Idaho
05/20/2019 02:53:08 PM No. of Pages: 5
Recorded for: ROCKY MOUNTAIN ENVIRONMENTAL
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Lynn Dixon, a married man dealing with his sole and separate property, whose address is P.O. Box 111, Irwin, Idaho 83428 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **The Palisade Irrigation Company, Inc.**, an Idaho non-profit corporation, whose address is P.O. Box 185, Swan Valley, Idaho 83449 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in Water Right No. 23-11J as described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

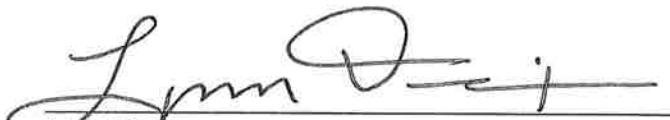
- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any portion of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

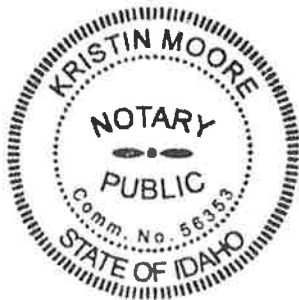
DATED this 19 day of March, 2019.

"SELLER"


Lynn Dixon

STATE OF IDAHO)
County of Bonneville)ss.

This record was acknowledged before me on this 19 day of March, 2019, by **LYNN DIXON**.




NOTARY PUBLIC FOR IDAHO
My commission expires: June 29, 2022

EXHIBIT A WATER RIGHT DESCRIPTION

3/18/2019

Water Right Report

IDAHO Department of Water Resources



WATER RIGHT REPORT

3/18/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

Owner Type	Name and Address
Current Owner	LYNN DIXON 650 N SADDLE HILL RD SALT LAKE CITY, UT 84103 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

Source	Tributary
PALISADES CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK|SWSE|Sec. 26|Township 01N|Range 44E|BONNEVILLE County

IRRIGATION Use:

Acre Limit: 119.5

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

1. X27 This right is limited to the irrigation of 119.5 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 23-11J, 23-50D, 23-50E and 23-104 when combined shall not exceed the irrigation of 2599 acres.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

<https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=J%20&TypeWaterRight=True>

1/3

3/18/2019

Water Right Report

4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010).
7. 129 Place of use is within the area served by The Palisade Irrigation Company.
8. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
9. U45 The place of use does not include federal land.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre: 3.5

<https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=J%20&TypeWaterRight=True>

2/3

3/18/2019

Water Right Report

Combined Acres Limit: 2599

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

WARRANTY DEED IN LIEU OF FORECLOSURE

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE PALISADE IRRIGATION COMPANY, INC., an Idaho non-profit corporation, the "Grantor", hereby grants, bargains, sells, conveys, and confirms unto Lynn Dixon, the "Grantee", whose mailing address is P.O. Box 111, Irwin, Idaho 83428, the following property:

Water Right No. 23-11J, which was decreed on February 8, 2010 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 August 15, 1893, which Water Right is more fully described on **Exhibit A** attached hereto.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof.

This Deed in Lieu of Foreclosure (hereinafter referred to as the "Deed"), is given in lieu of foreclosure of the Mortgage and Security Agreement, recorded May 21, 2019, as Instrument No. 1608954, records of Bonneville County, Idaho (the "Mortgage"), covering the Subject Property.

It is expressly covenanted and agreed by and between the parties hereto that delivery, acceptance, and/or recording of the Warranty Deed by Grantee shall not in any way result in a merger of the interest of Grantor, as mortgagor, and Grantee, as mortgagee, of the property, and such is specifically not the intent of the parties, nor shall it be deemed a waiver by Grantee of his claim of priority under the Mortgage over any other liens or claims of any nature now existing or hereafter arising against the property or any part thereof, nor shall it affect or prejudice in any way the right of Grantee to foreclose the Mortgage by judicial proceedings or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this instrument this 23rd day of Oct, 2020.

THE PALISADE IRRIGATION COMPANY, INC.

By: JOSEPH LUNDQUIST
Name: Joseph Lundquist
Title: president

STATE OF IDAHO)
County of Bannock)ss.

This record was acknowledged before me on the 23rd day of Oct, 2020,
by Joseph Lundquist as President of The Palisade Irrigation
Company, Inc.

(stamp)



Linda C. Sargent
Signature of Notary Public
My Commission Expires: 11/13/24

EXHIBIT A

9/22/2020

Water Right Report

IDAHO Department of
Water Resources



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

WATER RIGHT REPORT

9/22/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN DIXON PO BOX 111 IRWIN, ID 83428-0111 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PALISADES CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK | SWSWSE | Sec. 26 | Township 01N | Range 44E | BONNEVILLE County

IRRIGATION Use:

Acre Limit: 119.5

Place(s) of use: Large POU Info

Conditions of Approval:

<https://dwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=J&TypeWaterRight=True>

1/3

9/22/2020

Water Right Report

1. X27 This right is limited to the irrigation of 119.5 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 23-11J, 23-50D, 23-50E and 23-104 when combined shall not exceed the irrigation of 2599 acres.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010).
7. 129 Place of use is within the area served by The Palisade Irrigation Company.
8. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
9. U45 The place of use does not include federal land.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

<https://dnr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=J&TypeWaterRight=True>

2/3

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the **23** day of **August**, 2020, by and among **Lynn Dixon**, a married man dealing with his sole and separate property ("Lender"), and **The Palisade Irrigation Company, Inc.**, an Idaho non-profit corporation ("Borrower").

RECITALS:

A. On or about January 1, 2019, Borrower, as maker, executed a promissory note (the "Note") in favor of Lender, as holder, in the original principal amount of [REDACTED].

B. The Note is secured by a Mortgage and Security Agreement, dated January 1, 2019, executed by Borrower as mortgagor, in favor of Lender, as mortgagee, which was recorded on May 21, 2019, in the official records of Bonneville County, Idaho as Instrument No. 1608954 (the "Mortgage"), which encumbers certain property more fully described therein (the "Property").

C. Lender has conveyed all his interest in the Property to Borrower, and Borrower is now the sole fee owner of the Property.

D. Borrower is in default under the Note, having failed to make payments pursuant to the Note and the Mortgage.

E. As a result of such default, Borrower has agreed to transfer and convey to Lender the Property and the parties have further agreed to the terms and covenants hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as acknowledgments and agreements of the parties.

2. Warranty Deed. Simultaneously with the execution of this Agreement, Borrower shall deliver to Lender a Warranty Deed in Lieu of Foreclosure (the "Warranty Deed"), in the form attached hereto as **Exhibit A**, fully executed and properly acknowledged by Borrower, conveying the Property to Lender.

3. Estoppel Affidavit. Simultaneously with the execution of this Agreement, Borrower shall also execute and deliver to Lender an Estoppel Affidavit (the "Estoppel Affidavit"), in the form

attached hereto as **Exhibit B**, fully executed and properly acknowledged by the president of Borrower.

4. Non-Merger of Interest and Release. The Warranty Deed is intended to be, and acknowledged by Borrower and Lender to be, an absolute and unconditional conveyance of the Property as of the date hereof, and is not given as security. Notwithstanding the foregoing, the delivery, acceptance, and/or recording of the Warranty Deed by Lender shall not in any way result in a merger of the interest of Borrower, as mortgagor, and Lender, as mortgagee, of the Property described in the Mortgage, and such is specifically not the intent of the parties, nor shall it be deemed a waiver by Lender of its claim of priority under the Mortgage over any other liens or claims of any nature now existing or hereafter arising against the Property or any part thereof, nor shall it affect or prejudice in any way the right of Lender to foreclose the Mortgage by judicial proceedings or otherwise. The debt obligations arising under the Note and secured by the Mortgage shall survive the conveyance of the Property. Notwithstanding the foregoing, and subject to the provisions of this Agreement, Lender hereby releases Borrower from personal liability on the debt evidenced by the Note. Borrower acknowledges that this release shall not be deemed to in any manner release Borrower from its continuing obligations and representations under the terms of this Agreement.

5. Possession. Simultaneously with the execution of this Agreement and delivery of the Warranty Deed and Estoppel Affidavit, Borrower hereby delivers possession and enjoyment of the Property to Lender and Lender shall have the immediate right to manage, operate, possess, sell, transfer, and own the Property or any part thereof, for its own account and to the total exclusion of Borrower.

6. Representations and Warranties. Borrower warrants and represents to Lender, upon which warranties and representations Lender has relied and will continue to rely as follows:

6.1. Borrower is the owner of all legal and equitable interest in the Property.

6.2. Borrower has the power, capacity, and authority to execute and deliver the Warranty Deed and Estoppel Affidavit to Lender and has done so freely and voluntarily with full knowledge and without duress. Borrower has had the opportunity to have an attorney of its choice review the Warranty Deed, the Estoppel Affidavit, this Agreement, and any other documents related thereto.

6.3. Borrower has not transferred, sold, assigned, or otherwise conveyed to any person, partnership, corporation, or other entity any portion of Borrower's rights, title, or interest in and to the Property except for the interest granted to Lender under the Mortgage.

6.4. To the best of Borrower's knowledge, the Warranty Deed conveys to Lender good and merchantable title to the Property, free and clear of all liens and encumbrances, except for those matters expressly stated in the Warranty Deed (the "Permitted Exceptions") and liens arising from tax or water assessments for the year 2020.

6.5. There are no land contracts or other executory agreements related to or affecting the sale of any portion or portions of the Property.

6.6. There are no management, service, maintenance, employment, brokerage, or lease agreements, obligations, commitments, or arrangements, written or otherwise, with respect to the Property.

6.7. Except as is hereinafter set forth, Borrower has received no notice with respect to, and to the best of Borrower's knowledge, there are not any violations of any past or present governmental regulations, zoning or other ordinances, statutes, codes or orders of any type, formal or informal, with respect to the Property which may affect the development or use of the Property.

6.8. There are no creditors whose rights would be prejudiced in any way by the conveyance of the Property to Lender. Borrower warrants that no labor, equipment, material or supplies used or consumed for the improvement of the Property have been furnished within six (6) months prior to the date hereof, and that no person or entity has the right to place or maintain or has placed or maintained a lien against the Property, and that there are no choate or inchoate liens outstanding against the Property. Borrower agrees to execute any affidavits or sworn statements or other instruments that may be required by Lender, any title insurance company or title examiner relating to the Property to fulfill Borrower's representations and warranties contained in this subparagraph.

7. **Indemnification.** Except for the Permitted Exceptions, in the event it is determined subsequent to the transfer of the Property to Lender pursuant to the Warranty Deed that there are additional lien holders or lien claimants claiming to hold, or holding, enforceable liens against the Property, then and in that event Borrower shall indemnify and hold harmless Lender in the amounts of the outstanding liens or encumbrances, including principal, interest, late charges, costs and attorneys' fees incurred by Lender plus those costs and attorneys' fees incurred by Lender in resolving said issues.

8. **Release and Waiver.** As part of the consideration for this Agreement, Borrower, on behalf of Borrower and its officers, directors, employees, agents, affiliates, successors, and assigns, does hereby remise, release, and forever discharge Lender and his heirs, administrators, executors, and assigns of and from all manner of actions, suits, claims and demands whatsoever, at law or in equity, and particularly, without limiting the generality of the foregoing, all claims relating to the loan transaction aforesaid and this Agreement, which Borrower and its successors, assigns, and agents ever had, now have, or may have in the future for, upon, or by reason of any matter, cause, or thing whatsoever. Borrower further hereby waives any and all rights of redemption, and any and all defenses, offsets, and counterclaims to Lender's enforcement of the Mortgage, or any action by the Lender to foreclose any security interest in the Property.

9. Agreement Not To Protest. As part of the consideration for this Agreement, Borrower, and its officers, directors, employees, agents, affiliates, successors, and assigns, hereby agrees that (1) it will not protest—or encourage any other person or entity to protest—any application for water right transfer filed under Idaho Code § 42-222 filed by Lender or any successor-in-interest to move Water Right No. 23-11J out of the Palisade Irrigation Company, Inc. water system; or (2) it will execute any consent or other document requested or required by the Idaho Department of Water Resources for Lender or any successor-in-interest to consent to the transfer of Water Right No. 23-11J out of the Palisade Irrigation Company, Inc. water system.

10. Voluntary Execution. Borrower acknowledges that it is acting freely and voluntarily of its own free choice and volition in entering into this Agreement; that Lender is not giving financial or business advice to Borrower and is not directing, demanding or requiring Borrower in any way as to their business decisions; that Borrower is acting solely and independently of Lender.

11. Cooperation. Borrower, or its directors, officers, employees, or agents, as applicable, hereby agree to deliver or cause to be delivered, such additional instruments as may be required for the consummation of the transaction contemplated by this Agreement, including without limitation, any written documentation reasonably necessary to transfer the Property out of the current water system to which the Property pertains.

12. Survival. All covenants, warranties, and representations of the parties hereto shall survive the closing of this transaction, and further shall not be merged into the Warranty Deed given pursuant to this Agreement.

13. Governing Law and Severability. The parties stipulate that this Agreement has been entered into in the State of Idaho and that it shall be construed in accordance with the laws of the State of Idaho. If any provision of this Agreement is in conflict with any statute or rule of law of the State of Idaho or is otherwise unenforceable, such provision shall be null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate any other provision of this Agreement.

14. Independent Review. The parties acknowledge that they have thoroughly read and reviewed this Agreement and exhibits attached hereto and are familiar therewith; that all provisions of this Agreement are clearly understood by them, have been fully and unconditionally consented to by them, and that they have had a full and complete opportunity for advice of counsel of their own selection in regard to the meaning and effect of this Agreement; that their execution of this Agreement and the execution of the Warranty Deed and other documents described in this Agreement is done freely, voluntarily, and with full knowledge and without duress; that in executing this Agreement the parties are relying on no other representations, either written or oral, express or implied, made to them by any other party; and that the consideration received by each hereunder has been actual and adequate.

15. Costs of Enforcement. Should either party default in the performance of any of the covenants or agreements or representations contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorneys' fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

16. Representation. It is understood and agreed that Holden, Kidwell, Hahn & Crapo, P.L.L.C. ("HKHC") represents Lender in this transaction and does not represent Borrower even though HKHC may now or previously have provided legal representation to Borrower on other matters. The parties hereto specifically agree to waive any and all conflicts arising out of the representation of HKHC of Borrower on other matters and specifically agrees that HKHC may represent Lender in this transaction and shall not be representing Borrower.

17. Headings. The headings and arrangements of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

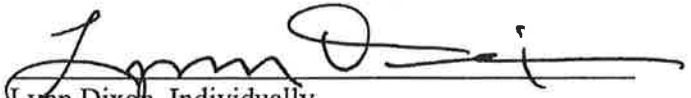
18. Time of the Essence. Time is of the essence in the performance or observation of all obligations and agreements contained herein.

19. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LENDER:


Lynn Dixon, Individually

BORROWER:

THE PALISADE IRRIGATION COMPANY, INC.

By: _____
Name: _____
Title: _____

G:\WPDATA\RLH\13890 Dixon, Lynn\03\Agreement re Deed in Lieu v02.docx

EXHIBIT A
WARRANTY DEED IN LIEU OF FORECLOSURE

WARRANTY DEED IN LIEU OF FORECLOSURE

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE PALISADE IRRIGATION COMPANY, INC., an Idaho non-profit corporation, the "Grantor", hereby grants, bargains, sells, conveys, and confirms unto Lynn Dixon, the "Grantee", whose mailing address is P.O. Box 111, Irwin, Idaho 83428, the following property:

Water Right No. 23-11J, which was decreed on February 8, 2010 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 August 15, 1893, which Water Right is more fully described on **Exhibit A** attached hereto.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof.

This Deed in Lieu of Foreclosure (hereinafter referred to as the "Deed"), is given in lieu of foreclosure of the Mortgage and Security Agreement, recorded May 21, 2019, as Instrument No. 1608954, records of Bonneville County, Idaho (the "Mortgage"), covering the Subject Property.

It is expressly covenanted and agreed by and between the parties hereto that delivery, acceptance, and/or recording of the Warranty Deed by Grantee shall not in any way result in a merger of the interest of Grantor, as mortgagor, and Grantee, as mortgagee, of the property, and such is specifically not the intent of the parties, nor shall it be deemed a waiver by Grantee of his claim of priority under the Mortgage over any other liens or claims of any nature now existing or hereafter arising against the property or any part thereof, nor shall it affect or prejudice in any way the right of Grantee to foreclose the Mortgage by judicial proceedings or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this instrument this ____ day of _____, 2020.

THE PALISADE IRRIGATION COMPANY, INC.

By: _____
Name: _____
Title: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the ____ day of _____, 2020,
by _____, as _____ of The Palisade Irrigation
Company, Inc.

(stamp)

Signature of Notary Public
My Commission Expires: _____

9/22/2020

Water Right Report

1. X27 This right is limited to the irrigation of 119.5 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 23-11J, 23-50D, 23-50E and 23-104 when combined shall not exceed the irrigation of 2599 acres.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010).
7. 129 Place of use is within the area served by The Palisade Irrigation Company.
8. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
9. U45 The place of use does not include federal land.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

<https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=J &TypeWaterRight=True>

2/3

EXHIBIT A

9/22/2020

Water Right Report

IDAHO Department of
Water Resources


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

WATER RIGHT REPORT

9/22/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN DIXON PO BOX 111 IRWIN, ID 83428-0111 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PALISADES CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK|SWSWSE|Sec. 26|Township 01N|Range 44E|BONNEVILLE County

IRRIGATION Use:

Acre Limit: 119.5

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

<https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=.J &TypeWaterRight=True>

1/3

EXHIBIT B
ESTOPPEL AFFIDAVIT

ESTOPPEL AFFIDAVIT

STATE OF IDAHO)
)ss
 COUNTY of Bonneville)

JOSEPH LUNDQUIST("Affiant"), President of The Palisade Irrigation Company, Inc., an Idaho non-profit corporation, ("PIC") being first duly sworn, on oath deposes and says that:

Affiant is the person who, on behalf of PIC made, executed, and delivered to Lynn Dixon ("Dixon") a certain Warranty Deed in Lieu of Foreclosure, a true copy of which is attached hereto as Schedule 1 (the "Deed").

The Deed is intended as an absolute conveyance of all of the Subject Property as more particularly described in the Deed (the "Subject Property"), and not as a mortgage, security agreement, or other security device of any kind or nature, and is intended to and does convey the Subject Property, including but not limited to any protest or redemption rights, statutory or otherwise, in consideration for the agreement on the part of Dixon not to seek or secure a deficiency judgment against PIC on account of any default or liability under the Mortgage or the Promissory Note (the "Promissory Note") which it secures. The Mortgage hereinbefore referred to was recorded May 21, 2019, as Instrument No. 1608954, in the records of Bonneville County, Idaho (the "Mortgage").

The Deed was executed and delivered voluntarily and not as a result of duress or threats of any kind and not given to hinder, delay, or defraud the rights of creditors or contravene the bankruptcy laws of the United States or insolvency laws of the State of Idaho.

PIC has been advised to seek independent legal and tax counsel concerning the execution and delivery of this Estoppel Affidavit, the Deed, and related instruments and is not relying upon

any warranty, representation, or inducement on the part of Dixon, his attorneys or other agents or representatives except as expressed herein.

This Estoppel Affidavit is made for the protection and benefit of Dixon, his heirs, administrators, executors, successors, and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Subject Property as described in the Deed.

Joseph Lundquist, President of The Palisade
Irrigation Company, Inc.

STATE OF IDAHO)
)ss.
County of Bonneville)

Signed and sworn to (or affirmed) before me on the _____ day of _____,
2020, by Joseph Lundquist, President of The Palisade Irrigation Company, Inc.

(stamp)

Signature of Notary Public
My Commission Expires: _____

G:\WPDATA\RLH\13890 Dixon, Lynn\03\Estoppel Affidavit v02.docx

SCHEDULE 1

WARRANTY DEED IN LIEU OF FORECLOSURE

[TO BE ATTACHED]



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 1, 2021

BRIGHAM COOK
4733 E COUNTY LINE RD
RIRIE, ID 83443-5000

RE: Transfer No. 84815
Water Right No(s). 23-11H, 23-11J

Dear Applicant:

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

A legal notice of the application has been prepared and is scheduled for publication in the POST REGISTER on 4/7/2021 and 4/14/21 and in the REXBURG STANDARD JOURNAL on 4/9/2021 and 4/16/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Christina Henman
Administrative Assistant

CC:
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: Thursday, April 01, 2021 10:23 AM
To: Olenichak, Tony
Subject: Application for Transfer No. 84815
Attachments: RecommendationForm Transfer61.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: Thursday, April 01, 2021 10:09 AM
To: 'legalnotices@postregister.com'
Subject: Legal Notice for Post Register
Attachments: 84815 Post Register, Standard Journal.docx

LEGAL NOTICE DEPARTMENT
POST REGISTER
PO BOX 1800
IDAHO FALLS, ID 83403-1800

RE: Transfer No. 84815
Water Right No(s). 23-11H, 23-11J

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 4/26/2021. 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. 84815**

BRIGHAM COOK, 4733 E COUNTY LINE RD, RIRIE, ID 83443-5000 has filed Application No. 84815 for changes to the following water rights within BONNEVILLE, MADISON County(s): Right No(s). 23-11H, 23-11J; 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, add point of diversion, and change place of use. The proposed points of diversion are in SWSWSE Sec 26 T01N R44E (Palisades Canal) for 3.54 cfs from Palisades Creek and NWSW Sec 23 T04N R40E for 0.82 cfs from Snake River. Applicant proposes to leave 0.69 cfs in Palisades Canal to offset conveyance losses and divert 3.67 cfs from a pump on the Snake River. The proposed place of use is in Sec 13 and 14 T04N R40E for 145.9 acres within a 456-acre permissible place of use.

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 4/26/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 4/7/2021 and 4/14/2021

Henman, Christina

From: Henman, Christina
Sent: Thursday, April 01, 2021 10:09 AM
To: 'legalnotices@postregister.com'
Subject: Legal Notice for Standard Journal
Attachments: 84815 Post Register, Standard Journal.docx

LEGAL NOTICE DEPARTMENT
REXBURG STANDARD JOURNAL
PO BOX 10
REXBURG, ID 83440

RE: Transfer No. 84815
Water Right No(s). 23-11H, 23-11J

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 4/26/2021. 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. 84815**

BRIGHAM COOK, 4733 E COUNTY LINE RD, RIRIE, ID 83443-5000 has filed Application No. 84815 for changes to the following water rights within BONNEVILLE, MADISON County(s): Right No(s). 23-11H, 23-11J; 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, add point of diversion, and change place of use. The proposed points of diversion are in SWSWSE Sec 26 T01N R44E (Palisades Canal) for 3.54 cfs from Palisades Creek and NWSW Sec 23 T04N R40E for 0.82 cfs from Snake River. Applicant proposes to leave 0.69 cfs in Palisades Canal to offset conveyance losses and divert 3.67 cfs from a pump on the Snake River. The proposed place of use is in Sec 13 and 14 T04N R40E for 145.9 acres within a 456-acre permissible place of use.

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 4/26/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 4/9/2021 and 4/16/2021