



February 3, 2020

RMEA 19-0008

Idaho Department of Water Resources  
900 N Skyline Dr. Ste A  
Idaho Falls, ID 83404

Re: Amended Pages for Transfer 83471

Dear Agent,

Transfer 83471 was filed to move water rights to Jefferson Green Subdivision in Rigby, Idaho. The transfer proposed to provide water to 6 lots within the subdivision. It has become necessary to substitute Lot 6 Block 1 (Collin Luke) for Lot 7 Block 1 (Bavarian Properties). This change does not affect the described place of use except for the lot described. Attached are several pages to represent the amended lot list, including an amended Part 1A.3, Attachment 7a, and a copy of the contract with Colin Luke for Attachment #10.

Please contact our office with any questions.

Thank you,

Kristin Moore  
Senior Water Rights Analyst

Enclosures:      Part 1A.3 Amended  
                         Attachment #7a Amended  
                         Attachment #10 Amended (Colin Luke contract)

**AMENDED Narrative of Proposed Transfer #83471***Rocky Mountain Water Exchange LLC / Jefferson Greens Estates HOA*

Jefferson Greens Estate is currently in need of irrigation water rights and has contracted with Rocky Mountain Water Exchange LLC to assist them in obtaining them. RMWE is likewise contracted to purchase 3.2 acres of water right 27-7545 for Jefferson Greens Estates. A copy of the contracts for all entities and individuals involved in this transfer application are included in Attachments #3 and #10.

A list of the homeowners and lots that are proposed to receive water through this application is included in Table 1. It is proposed that upon approval of this transfer, the parcel numbers be included in the water right record for administration of the water right. This list is amended from the original transfer that was submitted to substitute Lot 6, Block 1 owned by Colin Luke for Lot 7, Block 1 owned by Bavarian Properties. The substitution was necessary based upon agreements executed for canal easements that will reduce the number of acres that Bavarian Properties will irrigate. This substitution does not change the described place of use.

Table 1. Lots Proposed to Receive Water Rights

PIN	OWNER	LOT & BLK	ACRES
RP004470010060	LUKE COLIN	LOT 6 BLK 1	0.7
RP004470010050	MILLER BRIAN DAVID	LOT 5 BLK 1	0.68
RP004470030010	NEFF JORDAN	LOT 1 BLK 3	0.38
RP004470020210	OLER KIAL AND MAGGI	LOT 21 BLK 2	0.41
RP004470010030	RIVERS EDGE DEVELOPMENT INC	LOT 3 BLK 1	0.5
RP004470030100	RIVERS EDGE DEVELOPMENT INC	LOT 10 BLK 3	0.5
TOTAL ACRES			3.17

Each lot was measured for irrigation requirements to the hundredth of an acre. However, since the water right is represented to the tenth of an acre, values were rounded when calculating total acres per quarter-quarter.

The points of diversion will include the existing well for the subdivision and a new well that was recently drilled as a redundant well for the water system. Both wells will be located on the well lot, Lot 23, Block 2.

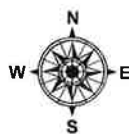
Acres to be retired are represented on Attachment #7b.



0 0.03 0.06 0.12 Miles

2019 Aerial Photography

- Jeff Greens Wells QQ
- New POU
- Parcels
- Twp & Rng
- Section



## Proposed Location

*Rocky Mountain Water Exchange LLC  
for Jefferson Greens Estates*

RMEA #19-0008

by: KM

Date: 2/3/2020





## 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 FEBRUARY [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Colin & Allene Luke [NAME], hus & wife [TYPE OF ENTITY], whose address is 4031 E FAIRWAY DR. [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

### RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 6 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.7-acre portion of the Water Rights. Buyer has agreed to purchase the 0.7-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

### AGREEMENT:

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

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

### AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] [Signature] DATE: 2-25-19 PAGE 1 OF 4

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

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

**AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT**

BUYER AND SELLER'S INITIALS: [Handwritten initials] DATE: 7-25-19 PAGE 2 OF 4


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

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


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

**"SELLER"**

**Rocky Mountain Water Exchange, LLC**

  
By: W. R. Warner  
Its: spokes

**"BUYER"**

  
Allene Colupe

**AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT**

BUYER AND SELLER'S INITIALS:

1/10/11 DATE:

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# Exhibit 1

## Map of Proposed Acre Location

