

RECEIVED

FORM 202 FEB 07 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**  
To appropriate the public waters of the State of Idaho

Ident. No. 01-10690

RECEIVED  
FEB 03 2020Department of Water Resources  
Eastern Region

1. Name of applicant(s) Spring Farms General Partnership Phone 208.300.0583  
 Name connector (check one): ☐ and ☐ or ☐ and/or  
 Mailing address 427 N Hisaw Lane City American Falls  
 State ID \_\_\_\_\_ ZIP 83211 Email \_\_\_\_\_
2. Name of representative, if any \_\_\_\_\_ Phone \_\_\_\_\_  
 Mailing address \_\_\_\_\_ City \_\_\_\_\_  
 State \_\_\_\_\_ ZIP \_\_\_\_\_ Email \_\_\_\_\_
- a. ☐ 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.
- b. ☐ 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.
3. Source of water supply Snake River which is a tributary of Columbia River
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
9S	28E	19			NW	SE	Cassia	Snake River	

5. Water will be used for the following purposes:
- Amount 2.50 for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 2.50 cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. 100 HP pump from Snake River to 10" mainline to pivots and hand lines
- b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
- c. Proposed well diameter is \_\_\_\_\_ inches; proposed depth of well is \_\_\_\_\_ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
- e. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_;  
 well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_

## For Department Use

Received by [Signature] Date 2/3/2020 Time \_\_\_\_\_ Preliminary check by B WALKER 2/11/20  
 Fee \$ 330.00 Receipted by [Signature] Receipt No. E045605 Date 2/3/2020

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_
  - Stockwatering; list number and kind of livestock. \_\_\_\_\_
  - Municipal; must complete and attach the Municipal Water Right Application Checklist.
  - Domestic; show number of households \_\_\_\_\_
  - Other; describe fully. \_\_\_\_\_
9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
  - If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
9S	28E	19									0.1			33	21	14	39	36	143.1
											L3								
9S	28E	30	3.5				27												30.5

Total number of acres to be irrigated: 173.6

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? 43-2568, 43-2567B, 43-7052, 43-2579, 43-7046, 43-7047, 43-7088A, 43-2481, 43-2567A
11. a. Who owns the property at the point of diversion? Evans Grain & Elevator
- b. Who owns the land to be irrigated or place of use? Black Diamond Real Property
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Easement for POD
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Seeking defined point of diversion. The proposed point of diversion has been used to deliver water from the Water District 1 Rental Pool for many years, and we will continue to do so when natural flow is not available.
13. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

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.

Douglas C. Webb  
 Signature of Applicant  
Douglas C. Webb Partner  
 Print Name (and title, if applicable)

\_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Print Name (and title, if applicable)



# Spring Farms Application for Permit



## Legend

- point of diversion
- place of use
- Township/Range
- Sections
- QQ

0 0.125 0.25 0.5 Miles





# STATE OF IDAHO

Lawrence Denney | Secretary of State  
**Business Office**  
450 North 4th Street  
PO Box 83720  
Boise, ID 83720

SPRING FARMS GENERAL PARTNERSHIP  
427 N HISAW LN  
AMERICAN FALLS, ID 83211

April 1, 2019  
Control # 7369  
Expires: 5/13/2019

RE: Expiration of Statement of Partnership Authority

Pursuant to the provisions of Section §30-23-303(j), Statement of Partnership Authority of the Idaho Uniform Business Organizations Act, it has been determined that this statement of partnership authority will expire on the date noted above. Statute provides that the statement expires five (5) years after the date of filing, or the most recent amendment.

If this partnership does not want the statement to expire on the date noted above, complete the information below and mail it back to us with the \$30 filing fee prior to the expiration date.

Failure to file the amendment prior to the expiration date will result in the expiration of the statement.

**The Amendment to Statement of Partnership Authority can be filed online at SOSBIZ.idaho.gov**

## GENERAL PARTNERSHIP

### Amendment to Statement of Partnership Authority

1. The name of the general partnership as recorded with the Secretary of State is:  
**SPRING FARMS GENERAL PARTNERSHIP**
2. The Secretary of State file number for the General Partnership is: **7369**
3. This document is an amendment.
4. The purpose of this amendment is to extend the previously filed Statement of Partnership Authority with the Secretary of State for another five (5) years.

The execution of this statement constitutes an affirmation under the penalties of perjury that the undersigned have the authority to file this statement and that the contents of the statement are accurate.

Signed and dated this 15 day of April, 2019.  
(day) (month) (year)

Douglas C Webb  
Signature

Douglas C Webb  
Printed Name

Gordon K. Webb  
Signature

Gordon K. Webb  
Printed Name

Note: A document filed by a partnership must be executed by at least two partners.

Attn. Michael Holliday

2020 Water Right application to Define pt. of  
Diversion for Spring Farms

Call me if you have any questions

Douglas Webb - 208-300-0580



ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 01-27-20 BY 60322  
UCBAW/STP/STP

**CASSIA COUNTY**  
RECORDED FOR:  
TITLEONE - BURLEY  
11:36:38 AM 11-16-2018  
**2018-004515**  
NO. PAGES: 13 FEE: \$15.00  
**JOSEPH W. LARSEN**  
COUNTY CLERK  
DEPUTY: CVELASQUEZ  
Electronically Recorded by Simplifile

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Easement") is entered into by and between EVANS GRAIN & ELEVATOR CO., a Utah corporation, whose address is 1168 Edgewood Dr., Ste. B, Ogden, Utah 84403 ("Grantor") and BLACK DIAMOND REAL PROPERTY, LLC, an Idaho limited liability company, whose address is 2886 E. 400 N., American Falls, Idaho 83211, and GIFFORD SPRING REAL ESTATE, LLC, an Idaho limited liability company, whose address is 210 Churchill Drive, Burley, Idaho 83318, ("Grantee") for the granting of a right of way and easement under the following terms, conditions, and limitations:

1. **Grant.** Grantor grants to Grantee, Grantee's successors and assigns (collectively, the "Grantee Parties"), the following easements on, over and across a portion of Grantor's property described in Exhibit "A" attached hereto (Exhibit "A" constituting a meets and bounds description of the real property in gross upon which each of the easements as specifically described below will be located, along with the permanent parcel number(s) for each parcel of land described) ("Grantor's Property") (a) an easement to use an existing pump owned by Grantee located at the Diversion Point (defined below) and pipeline owned by Grantee located on Grantor's Property running from the Diversion Point, including the right to reconstruct, operate, maintain, repair, and replace the pump and/or pipeline (the exact location of which is known to be on Grantor's Property, but not specifically described in this Agreement (the "Existing Easement")); (b) an easement to construct, reconstruct, operate, maintain, repair, and replace one or more pumps and a pump house at the Diversion Point at a location to be reasonably determined by Grantor and Grantee Parties (the "Pump House Easement"); (c) an easement to construct, reconstruct, operate, maintain, repair, and replace a roadway along the northerly and easterly perimeter of the Grantor's property to the pump house location (as generally depicted on Exhibit "B," and identified as the "Access Easement"); and (d) an easement to construct, reconstruct, operate, maintain, repair, and replace a pipeline for the transportation of water on, over and across a portion of Grantor's Property (as generally depicted on Exhibit "B," and identified as the "Pipeline Easement") (collectively, the Existing Easement, Pump House Easement, Access Easement and Pipeline Easement are the "Easements"). The right granted by these easements shall be deemed to run with the land.
2. **Description of Pump House Easement Area.** The easement shall be located on Grantor's Property at a point adjacent to the bank of the Snake River at, near or around the diversion point identified as No. 13077775 (the "Diversion Point").
  - a. **Temporary Easement for Construction.** During the period of construction of the pump house as described in this easement, the easement area shall include twenty-five (25) feet on each side of the perimeter of the easement.
  - b. **Pump House Easement.** The Pump House Easement shall be no larger than 3,000 square feet in size for the purpose pump house situated thereon which will house one or more pumps to be used to draw water from the Snake River at the

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  - a. **Temporary Easement for Construction.** During the period of construction of the pump house as described in this easement, the easement area shall include twenty-five (25) feet on each side of the perimeter of the easement.
  - b. **Pump House Easement.** The Pump House Easement shall be no larger than 3,000 square feet in size for the purpose pump house situated thereon which will house one or more pumps to be used to draw water from the Snake River at the

Diversion Point and carried to such destinations as the Grantee Parties may determine using the pipeline constructed in the Pipeline Easement.

3. **Description of Access Easement Area.** The easement will run along a line that will be described particularly by meets and bounds in a legal description prepared and stamped by an Idaho Registered Land Surveyor in good standing, which shall generally conform to the depiction as set out in Exhibit B attached hereto.
    - a. **Temporary Easement for Construction.** During the period of construction of the access way as described in this easement, the easement area shall include twenty-five (25) feet on each side of the line of easement, thus constituting a temporary easement fifty (50) feet in width.
    - b. **Access Easement.** The Access Easement which shall continue following completion of construction shall be twelve and one-half (12½) feet on each side of the line of easement, thus constituting an easement area of twenty-five (25) feet. Notwithstanding the foregoing, from the date of this Easement through the date that is thirty-six (36) months hereafter, Grantee Parties may continue to use the existing roadway on and over Grantor's Property to access the Pump House location.
  4. **Description of Pipeline Easement Area.** The Pipeline Easement will run along a line that will be described by meets and bounds in a legal description prepared and stamped by an Idaho Registered Land Surveyor in good standing, which shall generally conform to the depiction as set out in Exhibit B attached hereto.
    - a. **Temporary Easement for Installation, Construction, Repairs and/or Replacement.** During any period of permitted installation, construction, repair and/or replacement of the pipeline as described in this easement, the easement area shall include twenty-five (25) feet on each side of the line of easement, thus constituting a temporary easement fifty (50) feet in width.
    - b. **Pipeline Easement.** The pipeline easement which shall continue following completion of construction shall be twelve and one-half (12½) feet on each side of the line of easement, thus constituting an easement area of twenty-five (25) feet.
  5. **Consideration.** Grantor acknowledges receipt from Grantee of full payment of consideration for these Easements.

In addition, Grantee Parties shall pay to Grantor any amounts required for damage to property resulting from the Easements, and damages for removal of timber, crops, and structures in accordance with Paragraph 9(b) of this Agreement.
  6. **Purpose and Limitations on Use of Pump House Easement.** This Easement is granted solely for the purposes and uses set forth and limited below:
-



- a. **Single Building.** This Easement allows one single story building with a maximum height of 20 feet and dimensions not to exceed 50 feet by 30 feet. The longest side will run parallel with the Snake River. An additional space of up to 15 feet measured from the outside wall of the building and running around the perimeter of the building will be allowed for access to the building and the construction of a berm and proper vegetation for sound reduction and aesthetics. The pump house shall be used only for the housing of one or more pumps for drawing water from the Snake River at the Diversion Point.
  - b. **Appurtenances.** Other than as specifically provided in this Agreement, or as agreed to by Grantor by separate written instrument signed by Grantor, there shall be no surface or subsurface appurtenances to the pump house. Notwithstanding the foregoing to the contrary, Grantee Parties shall be entitled to provide electrical power to the pump house, which electrical power shall run along powers lines solely within the Access Easement; provided, however, that until the new Pipeline is constructed, the existing electrical line running across Grantor's Property may continue to supply power. Once the new Pipeline is constructed within the Pipeline Easement Area, the electrical line shall run contiguous to the Pipeline.
  - c. **Grantee Use of Easement.** If the Grantee Parties elect to replace the existing pump and construct one or more additional pumps and/or the pump house, Grantee Parties shall design and build a structure adequate to maintain noise levels so as not to interfere with or disturb Grantor's, and its guests' and invitees', use of Grantor's Property.
  - d. **Grantor Use of Easement.** The pump and irrigation equipment that are currently used at the Diversion Point were included with certain assets transferred to Grantee pursuant to a Purchase and Sale Agreement to which this Agreement was attached. Whether using the existing pump and irrigation equipment or replacement pump(s) and/or irrigation equipment (as provided in this Agreement), the Grantee Parties hereby agree to facilitate the pumping of any water from the Snake River that the Grantor or the Grantee Parties are able to properly obtain in order for Grantor to irrigate Grantor's Property, including, without limitation, providing water for the purpose of filling a pond located on Grantor's Property. Grantor shall pay reasonably apportioned electric charges to operate the pump when used for irrigating Grantor's Property or filling the pond. Grantee Parties agree that so long as water is available at the Diversion Point they will provide access to a sufficient amount of water when being pumped through the pipeline to allow irrigation of Grantor's Property. Grantor agree that the providing of such water for irrigation shall not create additional cost to Grantee when any water is being made available to Grantor through the pipeline.
7. **Purpose and Limitations on Use of Access Easement.** This Easement is granted solely for the purposes and uses set forth and limited below:

- a. **Access.** This Easement allows roadway with a maximum width of 25 feet and a distance sufficient to provide reasonable access to and from the Diversion Point.
  - b. **Appurtenances.** There shall be no surface or subsurface appurtenances to the roadway other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor.
  - c. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Access Easement area for any and all purposes that do not interfere with and prevent the use by Grantee of the Access Easement, including the right to dedicate all or any part of the Access Easement area to any public entity for use as a public street, road or alley. If the Grantor shall dedicate all or any part of the Access Easement area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Agreement. Grantor reserves the right, at Grantor's expense, to relocate the Access Easement and the roadway constructed thereon; provided the relocated Access Easement and roadway can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days prior written notice of the intention to relocate the Access Easement and roadway.
8. **Purpose and Limitations on Use of Pipeline Easement.** This Pipeline Easement is granted solely for the purposes and uses set forth and limited below:
- a. **Single Pipeline.** This Easement allows the installation of up to three (3) new pipelines, each with a maximum diameter of 36 inches, and with the maximum pressure of water transported within a pipeline of 130 PSI; provided, however, the total number of pipelines allowed under the terms of this Agreement is three (3), whether new or existing. The pipelines shall be used only for the transportation of water.
  - b. **Depth.** The top of the pipeline shall be a minimum of forty-eight (48) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater, but in any event at such a depth as to not interfere with common surface farming activities.
  - c. **Appurtenances.** There shall be no surface or subsurface appurtenances to the pipeline (including, but not limited to meter stations, compression or pumping stations or devices, structures, fences, signs) other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor, except that meters for each pipeline may be installed proximate to the Pump House, and in a place so as not to interfere with the Grantor's use of the Grantor's Property.
  - d. **Other Easements.** Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's

purposes and uses of the Easement after obtaining the prior, written consent of Grantee which shall not be unreasonably withheld, and which shall be provided within thirty (30) calendar days after receipt of request therefor. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area, except that Grantee may grant a right to the Raft River Recharge Group or a similar group to all the installation, maintenance, repair or replacement of pumps, motors, electrical hook ups and underground pipelines for the conveyance of water recharge purposes, so long as the Grantee is entitled to a right to divert water from the Snake River at the Diversion Point.

- e. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Pipeline Easement area for any and all purposes that do not interfere with and prevent the use by Grantee of the Pipeline Easement, including the right to build and use the surface of the granted Pipeline Easement area for drainage ditches, private streets, roads, driveways, alleys, walks, gardens, lawns, grazing, plantings and crops, parking areas, and other like uses, and to dedicate all or any part of the Pipeline Easement area to any public entity for use as a public street, road or alley. Grantor may construct fences across the Pipeline Easement area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Pipeline Easement area without Grantee's prior written consent. If the Grantor shall dedicate all or any part of the Pipeline Easement area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Pipeline Easement. Grantor reserves the right, at Grantor's expense, to relocate the Pipeline Easement and the pipeline installed therein provided the relocated Pipeline Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days prior written notice of the intention to relocate the pipeline Easement and the pipeline.

## 9. Construction.

- a. **Time Table.** Prior to Grantee conducting any construction or construction-preparation activities on the Easement areas (other than surveying and measuring) Grantee shall provide Grantor a written timetable setting forth the construction and completion schedule. The period of construction shall not exceed three hundred sixty-five (365) calendar days.
- b. **Removal of Timber, Crops, Structures.** Prior to any activity that changes the condition of trees, crops, or structures on the Easement areas, Grantee shall provide Grantor a written accounting of each affected tree by type and diameter (above three inches diameter only), crop by type and acreage, and structure by dimension and description. At Grantor's option, Grantor may choose to harvest timber or crops, if appropriate, or Grantor may require an appraisal of the timber by qualified independent appraiser, at Grantee's expense, and Grantee shall pay Grantor the appraised value for the timber identified prior to its removal by

Grantee. Grantee shall compensate Grantor for the damage or loss to growing crops at current market value. Grantee shall compensate Grantor for the loss of any structure prior to its removal or being damaged, in an amount to be determined by a qualified independent appraiser at Grantee's expense.

- c. **Fences and Drains.** Grantee shall construct and maintain appropriate temporary fencing and provisions for maintaining drainage during the period of construction so that Grantor's uses conducted on property adjoining the Easement areas can be maintained; this will include temporary fencing to contain animals, ditches and drain lines to allow surface water drainage, and the like. Upon completion of construction, any fences and drains will be reinstalled in a manner and condition equal to or better than that existing prior to construction.
- d. **Work Standards.** The design and construction regarding the improvements and all activities conducted in the Easement areas shall be in accordance with good, workmanlike standards in the industry and geographical area where these Easement areas are located, with Grantee at all times following the highest observed and accepted standards in the industry for the geographical area where these Easements are located.
- e. **Temporary Crossings.** Grantee shall construct temporary crossings across open trenches and ditches to assure continued access, ingress and egress for Grantor to areas adjacent to the Easement areas.
- f. **Soils.** Grantee shall follow the "double ditch" construction method, segregating top soil removed, and replacing top soil above sub-soils. Grantee shall implement measures to avoid re-deposited topsoil being compacted to any degree greater than existed prior to construction. Grantee shall remove rocks from re-deposited topsoil, to the extent the rocks would be an impediment to normal tilling methods. Grantee will reseed, as applicable, the Easement areas, and replace shrubs and other plantings, so that upon completion of construction the Easement areas has an appearance and contains plantings similar to those that existed prior to construction, to the degree reasonably practicable.
- g. **Identification of Contractors.** Prior to construction, Grantor shall be provided in writing the name, address, and a contact person for each independent contractor and subcontractor that enters upon the Easement areas. Nothing herein shall limit the obligation and liability and responsibility of Grantee for any and all actions and activities occurring in connection with construction and Grantee's uses in general of the Easement areas.
- h. **Other Uses.** The Easement areas shall be used only for the purposes set forth in this Agreement. There shall be no hunting, fishing, loitering, lodging, camping, or similar activities by Grantee or its contractors, permittees, or guests.



**10. Maintenance and Upkeep.**

- a. **Excavation or Construction Concerning Replacement or Repair.** In the event of any replacement or repair to the pump house, pumps, roadway and/or pipeline, all work and activity shall be contained in the Easement areas described in paragraph 4(a) unless and until a separate temporary easement is agreed to in writing and signed by Grantor. All standards and requirements applicable for initial construction activities set forth in the Easements shall be equally applicable to any repair or replacement activities.
- b. **Maintenance Obligations; Contact Person.** Maintenance of the Easement areas (other than as to crops or vegetation planted by Grantor) shall be the sole obligation of Grantee. Upon completion of construction and prior to the pump house, pumps, roadway and/or pipeline being placed in service, Grantee shall provide Grantor with a written plan and schedule for Grantee's maintenance, upkeep and inspection of the pump house, pumps, roadway and/or pipeline and Easement areas. Grantee shall therewith provide Grantor with a contact person designated by Grantee, including name, address, 24/7 telephone access number, fax number and email. The contact person shall have information and knowledge pertinent to the pump house, pumps, roadway and/or pipeline and Easement areas in order to address questions and concerns from Grantor. In the event the contact person is replaced or changed by Grantee, Grantor shall be given reasonable prior written notice of the change, along with the required information for the new contact person.
- c. **Access to Easement Areas by Grantee.** Other than in case of emergency, Grantee will not access the Easement areas from points other than the stated access areas. In the event any appurtenant facilities are permitted on the Easement areas, and unless specifically waived in writing by Grantor, such appurtenances shall be protected by fences and gates, with fences sufficient to exclude animals and Grantor's permittees, invitees and guests. No gates shall obstruct full access by Grantor to Grantor's Property (other than portions fenced immediately around the appurtenance) unless Grantor is given a key, and the right of ingress and egress at Grantor's discretion. No person or entity shall have access to the Easement areas other than Grantee, its contractors or permittees, and then only for purposes of inspection, maintenance, and repair and replacement of the pump house, pumps, roadway and/or pipeline.
- d. **Taxes.** In the event any real property tax rollback is imposed upon Grantor by reason of the pump house, pumps, roadway and/or pipeline and the Easements, Grantee shall assume, pay, and reimburse Grantor in full for the amount of such rollback taxes or any other increased real or personal property taxes.

11. **Liability.** Grantee shall be strictly liable for all damages and losses caused by or arising out of the construction, maintenance, repair, replacement, or operation of the pump house, pumps, roadway and/or pipeline or activities upon the Easement areas that may be

asserted against Grantor (other than to the extent any such claims arise from the conduct of Grantor, Grantor's agents, contractors, employees, invitees, guests and permittees). Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from the operations of or for Grantee or Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees; and each assignee of these Easements, or any interest therein, agrees to indemnify and hold harmless Grantor in the same manner provided above. This indemnity shall apply to any claim, however caused, or regardless of the legal grounds and basis. The provisions of this paragraph shall survive the termination or abandonment of these Easements.

12. **Insurance.** A company licensed to do business in the state of Idaho shall underwrite all policies required by these Easements; provided, however, such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies.

a. Grantee shall assure that Grantee and any person acting on Grantee's behalf under these Easements carries the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement areas or acting pursuant to these Easements, in such amounts as from time to time reasonably required by Grantor:

- i. Workers Compensation and Employer's Liability Insurance;
- ii. Commercial General Liability and Umbrella Liability Insurance; (\$3,000,000.00 Minimum coverage); and
- iii. Business auto and Umbrella Liability Insurance; (\$3,000,000.00 Minimum coverage).

The Grantee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Grantor, or to such other representative of Grantor as Grantor may from time to time designate. The insurance policies required under this section, shall cover the Grantor as additional insureds with regard to the Easement areas, and shall reflect that the insurer has waived any right of subrogation against the Grantor. Failure to comply with this Insurance section shall be basis of default and all operations under the Easements shall cease immediately until the default is cured.

13. **Termination and Abandonment.** If no water has been allowed to be pulled from the Snake River at the Diversion Point for any period of sixty (60) consecutive months, or the right to receive water from the Diversion Point has been discontinued by the appropriate governmental authority, then the Easements shall be deemed abandoned. If Grantor believes that an Easement has been abandoned, it shall provide written notice thereof to Grantee through the designated contact person maintained by Grantee Parties under this

Agreement, said notice to be sent by certified mail and facsimile. Unless Grantee Parties have responded within thirty (30) calendar days after such notice has been sent, providing evidence to counter the facts as presented by Grantor regarding abandonment, then Grantor may proceed to record an affidavit providing notice of abandonment and termination of the Easements with the recorder's office of the county where the Easements are located. Grantee Parties hereby agree that such notice shall constitute abandonment and termination of said Easements.

Grantee Parties may terminate this Agreement at any time upon providing written notice of termination on record at the recorder's office of the county where the Easements are located, along with serving a copy of that recorded notice upon Grantor.

There shall be no refund of consideration paid to Grantor for this Agreement by reason of termination, lack of development, or for any other reason.

#### **14. Other; Miscellaneous.**

- a. **Title.** Grantor makes no representation or warranty as to Grantor's title to the land described in Exhibit A hereto. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's property for the purposes and to the extent deemed necessary by Grantee in order to enter this Agreement.
- b. **Environmental Issues.** Grantee shall not use, dispose of or release on or under the Easement Area or on lands adjacent thereto, or permit to exist or be used, disposed of or released any substances (other than those Grantee has been licensed or permitted by applicable public authorities to use on the Easement Area) which are defined as "hazardous materials," "toxic substances" or "solid waste" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released, Grantee shall notify Grantor immediately after notifying the applicable governmental body of such event. Grantee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including, but not limited to penalties. Grantee shall be responsible for, and shall comply with all applicable laws and regulations as to any required permitting, licenses, and fees related thereto concerning, relating to or arising from Grantee's use of the Easement areas, this Agreement, and the pump house, pumps, roadway and/or pipeline.
- c. **Assignments.** This Agreement shall inure to and be applicable to Grantor and Grantee and their respective heirs, representatives, successors and assigns. Subject to the provisions of paragraph 8(d) above, Grantee shall not assign this Easement without the prior written consent of Grantor, with Grantor's consent not to be unreasonably withheld or delayed, provided, however, that in the event of any assignment by Grantee or any successive Grantee, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this

Easement (including, but not limited to, requirements as to indemnity and insurance).

In Witness Whereof, this instrument is executed as of this 15 day of November, 2018.

**GRANTOR:**

Evans Grain & Elevator Co., a Utah corporation

By: S. Bradford Kapple  
S. Bradford Kapple, CEO

STATE OF UTAH                     )  
  )ss.  
COUNTY OF WEBER             )

On this 15 day of November, 2018, before me, a Notary Public in and for said State, personally appeared S. Bradford Kapple, known or identified to me to be the person whose name is subscribed to the within instrument as the CEO of Evans Grain & Elevator Co., a Utah corporation, and acknowledged to me that he executed the same as such President of the corporation. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate as first above written.



Annette Roth  
Notary Public  
my Commission Expires 8-4-2023

**GRANTEE:**

BLACK DIAMOND REAL PROPERTY, LLC, an  
Idaho limited liability company

By: Douglas C. Webb  
Name: Douglas C. Webb  
Its: member



GIFFORD SPRING REAL ESTATE, LLC, an  
Idaho limited liability company

By: Gordon K. Webb  
Name: Gordon K. Webb  
Its: Member

STATE OF IDAHO )

COUNTY OF Cassia )  
: SS

On the 15 day of November, 2018, personally appeared before me  
Douglas C. Webb, the member of Black Diamond Real Property, LLC  
Limited liability company and the signer of the foregoing instrument, who duly acknowledged to  
me that he executed the same on behalf of said company for its stated purpose.

Annette Roth  
Notary Public of Idaho  
Residing at: Rupert, Id  
Commission Expires: 8-4-2023



STATE OF IDAHO )

COUNTY OF Cassia )  
: SS

On the 15 day of November, 2018, personally appeared before me  
Gordon K. Webb, the member of Gifford Spring Real Estate, LLC  
Limited liability company and the signer of the foregoing instrument, who duly acknowledged to  
me that he executed the same on behalf of said company for its stated purpose.

Annette Roth  
Notary Public of Idaho  
Residing at: Rupert, Id  
Commission Expires: 8-4-2023



**EXHIBIT A****EASEMENT IN GROSS PROPERTY LEGAL DESCRIPTION**

TOWNSHIP 9 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 19: Lots 2 & 3 and the SE¼;

SAVE AND EXCEPT the following described:

Beginning at the Southeast Corner of Section 19, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence North 89°47'00" West along the south line of Section 19 for a distance of 2622.74 feet to a U.S. GLO iron pipe at the South ¼ Corner;

Thence North 00°22'13" East along the west line of the SE¼ for a distance of 1320.00 feet to the Southeast Corner of Gov't Lot 3;

Thence South 89°53'44" West along the south line of Gov't Lot 3 for a distance of 1350.88 feet to the Southwest Corner of Gov't Lot 3;

Thence North 00°28'40" East along the west line of Gov't Lot 3 for a distance of 526.67 feet to a ½ inch rebar;

Thence South 55°31'23" East for a distance of 604.10 feet to a ½ inch rebar;

Thence South 65°43'42" East for a distance of 373.63 feet to a ½ inch rebar;

Thence North 86°44'37" East for a distance of 562.69 feet to a ½ inch rebar;

Thence North 28°58'05" East for a distance of 466.72 feet to a ½ inch rebar;

Thence North 68°34'17" East for a distance of 175.98 feet to a ½ inch rebar;

Thence North 75°29'38" East for a distance of 1057.88 feet to a ½ inch rebar;

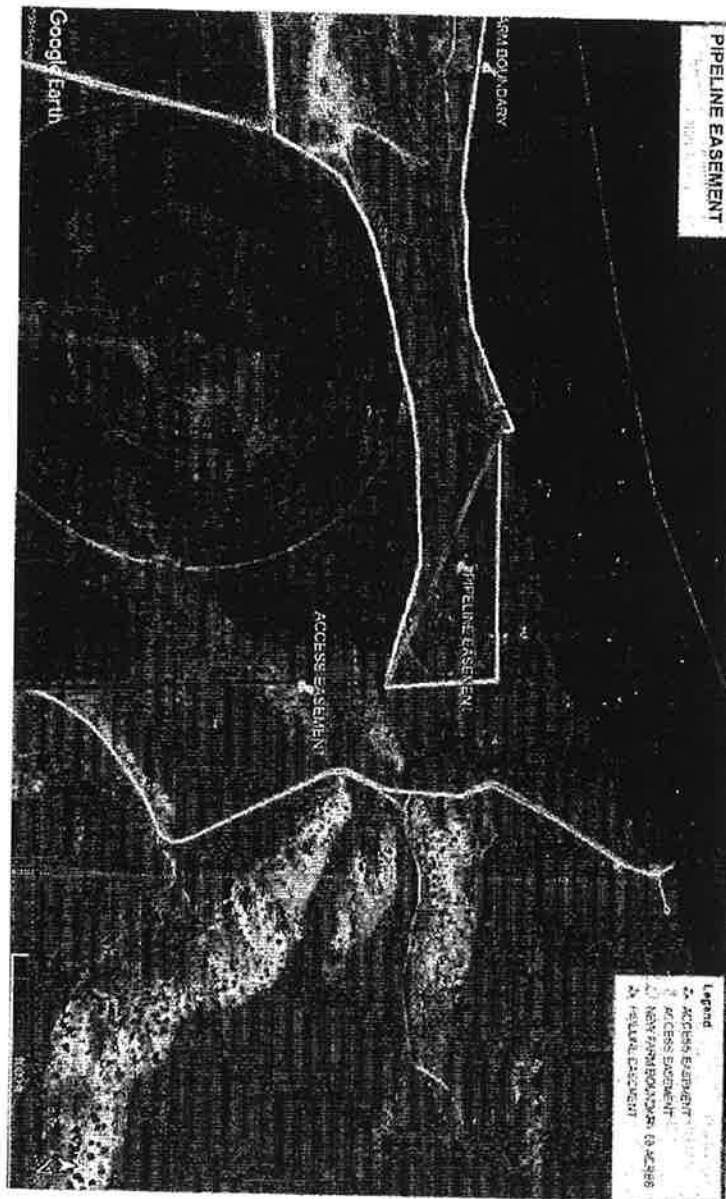
Thence North 87°12'25" East for a distance of 553.19 feet to a ½ inch rebar;

Thence South 73°58'22" East for a distance of 623.34 feet to a ½ inch rebar on the east line of Section 19;

Thence South 00°09'19" West along said line for a distance of 1982.95 feet to the Point of Beginning.

# EXHIBIT B

## DEPICTION OF ACCESS AND PIPELINE EASEMENT





**CASSIA COUNTY**  
RECORDED FOR:  
TITLEONE - BURLEY  
11:36:38 AM 11-16-2018  
**2018-004519**  
NO. PAGES: 6 FEE: \$15.00  
JOSEPH W. LARSEN  
COUNTY CLERK  
DEPUTY: CVELASQUEZ  
Electronically Recorded by Simpifile

File # 18316363-2

**Quitclaim Deed**  
**For Idaho Department of Water Water Rights**

For value received, Black Diamond Real Property, LLC, an Idaho limited liability company, and Gifford Spring Real Estate, LLC, an Idaho limited liability company

Does hereby convey, release, remise, and forever quit claim unto

**Spring Farms General Partnership, an Idaho general partnership**

whose current address is 2886 East 400 North, American Falls; ID 83311

the following described Idaho Department of Water Resources Water Right Numbers 43-2481, 43-2567A, 43-2567B, 43-2568, 43-2579, 43-7046, 43-7047, 43-7052, 43-7088A, 43-13440, 43-13442, 43-13444, 43-13446, 43-13550, 43-13552, 43-13564, 43-13566, 43-13568, 43-13570, 43-13572 and 43-13574 all of which are appurtenant and will remain as a place of use to the following described real property:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION

To have and to hold the said Water Rights, unto the said grantees, its successors and assigns forever.

Date: November 15, 2018

Black Diamond Real Property, LLC, an Idaho limited  
Liability company

BY: Patricia A. Webb  
Patricia A. Webb, Member

BY: Douglas C. Webb  
Douglas C. Webb, Member

Gifford Spring Real Estate, LLC, an Idaho limited  
Liability company

BY: Gordon K. Webb  
Gordon K. Webb, Member

BY: Paula D. Webb  
Paula D. Webb, Member





**TitleOne**  
a title & escrow co

File # 18316363-2

**Quitclaim Deed**  
**For Idaho Department of Water Water Rights**

For value received, **Black Diamond Real Property, LLC, an Idaho limited liability company, and Gifford Spring Real Estate, LLC, an Idaho limited liability company**

Does hereby convey, release, remise, and forever quit claim unto

**Spring Farms General Partnership, an Idaho general partnership**

whose current address is 2886 East 400 North, American Falls, ID 83311

the following described Idaho Department of Water Resources Water Right Numbers 43-2481, 43-2567A, 43-2567B, 43-2568, 43-2579, 43-7046, 43-7047, 43-7052, 43-7088A, 43-13440, 43-13442, 43-13444, 43-13446, 43-13550, 43-13552, 43-13564, 43-13566, 43-13568, 43-13570, 43-13572 and 43-13574 all of which are appurtenant and will remain as a place of use to the following described real property:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION

To have and to hold the said Water Rights, unto the said grantees, its successors and assigns forever.

Date: November 15, 2018

Black Diamond Real Property, LLC, an Idaho limited  
Liability company

BY: Patricia A. Webb  
Patricia A. Webb, Member

BY: Douglas C. Webb  
Douglas C. Webb, Member

Gifford Spring Real Estate, LLC, an Idaho limited  
Liability company

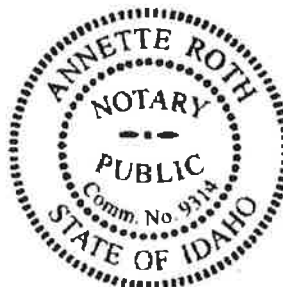
BY: Gordon K. Webb  
Gordon K. Webb, Member

BY: Paula D. Webb  
Paula D. Webb, Member

State of Idaho County of Cassia, ss.

On this 15 day of November in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia A. Webb known or identified to me to be a member of Black Diamond Real Property, LLC the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

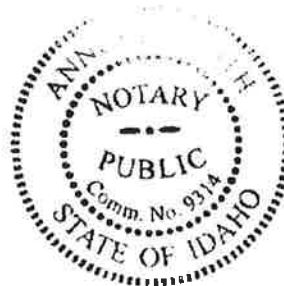
Annette Roth  
Notary Public  
Residing at: Rupert, Id  
My Commission Expires: 8-4-2023  
(seal)



State of Idaho County of Cassia, ss.

On this 15 day of November in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas C. Webb known or identified to me to be a member of Black Diamond Real Property, LLC the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Annette Roth  
Notary Public  
Residing at: Rupert, Id  
My Commission Expires: 8-4-2023  
(seal)



State of Idaho County of Cassia, ss.

On this 15 day of November in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Gordon K. Webb known or identified to me to be a member of Gifford Spring Real Estate, LLC the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Annette Roth  
Notary Public  
Residing at: Rupert, Id  
My Commission Expires: 8-4-2023  
(seal)



State of Idaho County of Cassia, ss.

On this 15 day of November in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Paula D. Webb known or identified to me to be a member of Gifford Spring Real Estate, LLC the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Annette Roth

Notary Public

Residing at:

Rupert, ID

My Commission Expires: 8-4-2023

(seal)



Exhibit A

## TRACT A

TOWNSHIP 9 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 30: All

Section 31: All SAVE AND EXCEPT the following described tracts:

## Tract No. 1:

Beginning at the Southwest corner of the SE $\frac{1}{4}$  of said Section 31; Thence South 89°58' East for 600.65 feet along the Section line to a point, said point also lying North 89°58' West for 2,047.21 feet from the Southeast corner of said Section 31; Thence North 30°01'48" West for 75.55 feet to the True Point of Beginning, said point marked with a steel pin;  
Thence North 30°01'00" West for 270.00 feet to a point marked by a steel pin;  
Thence North 59°59'00" East for 280.00 feet to a point marked by a steel pin;  
Thence South 30°01'00" East for 270.00 feet to a point marked by a steel pin;  
Thence South 59°59'00" West for 280.00 feet to the True Point of Beginning.

## Tract No. 2:

Beginning at a point from the Northeast corner of said tract of land, which point bears North 59°41' West a distance of 3,601.7 feet from the Southeast corner of said Section 31;  
Thence South 30°19' East, a distance of 52.2 feet to the Southeast corner of said tract;  
Thence South 59°41' West, a distance of 20.0 feet to the Southwest corner of said tract;  
Thence North 30°19' West, a distance of 58.3 feet to the Northwest corner of said tract;  
Thence North 76°26' East, a distance of 21.0 feet to the Northeast corner of said tract and the Point of Beginning.

## Tract No. 3:

Beginning at the Southwest corner of the tract for Raft River Electric Inc., as shown on Plat No. 1640-74 dated November 7, 1974, said corner marked by an iron rod which bears North 83°24'20" East for 566.6 feet from the South quarter corner of said Section 31, evidenced by an iron rod set by Kenneth Hess, L.S.; Thence North 30°01'00" West along the West boundary of said tract 72.0 feet to the True Point of Beginning;  
Thence South 59°59'00" West for 47.7 feet to the center of traveled way for the Cassia County Road known as Yale Cutoff Road;  
Thence along the said center of travel way North 28°59'00" West for 68.0 feet;  
Thence North 29°53'00" West for 130.0 feet to a point that lies at the intersection of said center of traveled way and the extension of the North boundary of said tract;  
Thence North 59°59'00" East for 46.3 feet along said extension of the North boundary to the Northwest corner of said tract;  
Thence South 30°01'00" East for 198.0 feet to the True Point of Beginning.

## Tract No. 4:

All of that portion deeded to the State of Idaho for highway purposes.

## Tract No. 5:

All that portion of the Yale Road right-of-way for highway purposes.

## Tract No. 6:

All right-of-ways for public use.

TOWNSHIP 9 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 25: Part of the SE $\frac{1}{4}$ , more particularly described as follows:



Beginning at the South 1/16 corner between Section 25, Township 9 South, Range 27 East of the Boise Meridian, and Section 30, Township 9 South, Range 28 East of the Boise Meridian, which shall be the Point of Beginning;  
Thence North 89°41' West, along the South 1/16th line of Section 25, a distance of 786.7 feet;  
Thence North 20°24' West, 170.7 feet;  
Thence North 09°45' West, 236.3 feet;  
Thence North 00°18' East, 102.7 feet;  
Thence South 89°41' East, 393.2 feet;  
Thence South 00°18' West, 165.0 feet;  
Thence South 89°41' East, 495.0 feet to the East line of Section 25;  
Thence South 330.0 feet to the Point of Beginning.

Section 25: Part of the SE¼SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 25, which shall be the Point of Beginning;  
Thence West along section line for 752.5 feet;  
Thence North 05°34' East for 920.2 feet;  
Thence North 08°15' West for 400.1 feet;  
Thence South 89°41' East (East rec.) for 709.7 feet to the East line of said Section 25;  
Thence South 00°28'50" East (South rec.) along the East section line for 1307.94 feet (1320 feet rec.) to the Point of Beginning.

Section 36: Part of the NE¼, more particularly described as follows:

Beginning at the Northeast corner of said Section 36, which shall be the Point of Beginning;  
Thence South 00°08'39" West (South rec.) along section line for 1394.94 feet (1,440 feet, more or less, rec.) to a point;  
Thence North 28°14' West for 1583.3 feet to a point on the North line of said Section 36;  
Thence East along the North line of Section 36 for 752.51 feet to the Point of Beginning.

Section 36: That part of the E½SE¼, more particularly described as follows:

Beginning at a point on the East line of said Section 36, 742 feet North of the Southeast corner;  
Thence North 35°30' West for 709.5 feet;  
Thence North parallel with the East boundary line of said section 990 feet;  
Thence West parallel to the South boundary line of said Section, 512 feet;  
Thence North 72°28' East 314 feet;  
Thence North 31°03' East 171 feet;  
Thence North 5°12' West 85 feet, more or less, to the North line of said E½SE¼;  
Thence East along the said North line, 525 feet, more or less, the Northeast corner of said E½SE¼;  
Thence South along the East line of said E½SE¼ 1,898 feet, more or less, to the Point of Beginning.

#### TRACT B

PARCEL NO. 1:  
TOWNSHIP 9 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 28: W½NW¼, SE¼NW¼, SW¼, NW¼SE¼ and that portion of the S½SE¼ lying North of U.S. Highway No. 30 N.

SAVE AND EXCEPT the following described tracts:

Tract No. 1: All that portion deeded to the State of Idaho for highway purposes.

## Tract No. 2:

Beginning at the E $\frac{1}{4}$  section corner of said Section 28, said corner marked by a U.S. GLO iron pipe with brass cap; Thence South 00°32'23" West along the East line of Section 28 for a distance of 1335.08 feet to the NE corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 28 which shall be the Point of Beginning;

Thence South 00°32'23" West along the East line of Section 28 for a distance of 756.90 feet;

Thence along a non-tangent curve to the right for a distance of 1079.81 feet to a point on the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ , said curve having a radius of 1124.51 feet with a central angle of 55°01'05" with a long chord bearing of North 43°21'37" West for a distance of 1038.80 feet;

Thence North 89°52'19" East along said North line for a distance of 720.35 feet to the Point of Beginning.

## Tract No. 3:

Beginning at the East quarter Corner of Section 28, said corner marked by a US GLO iron pipe with brass cap; Thence South 89°44'44" West along the north line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 28 for a distance of 1315.43 feet to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  which shall be the Point of Beginning;

Thence South 00°31'43" West along the east line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 1003.47 feet to a  $\frac{1}{2}$  inch rebar;

Thence North 89°25'52" West for a distance of 26.84 feet;

Thence along a non-tangent curve to the left for a distance of 1731.75 feet to a  $\frac{1}{2}$  inch rebar on the west line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , said curve having a radius of 1360.92 feet, a delta angle of 72°54'29", and a long chord bearing of North 52°17'13" West for a distance of 1617.26 feet;

Thence North 00°29'17" East along the west line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 8.02 feet to the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence North 89°44'44" East along the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 1315.43 feet to the Point of Beginning.

Section 29: ALL EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

Section 32: All that portion of said Section lying North of U.S. Highway No. 30 N.

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

Section 33: All that portion of said Section lying North of U.S. Highway No. 30 N.

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

## PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 28: Part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the East quarter Corner of Section 28, said corner marked by a US GLO iron pipe with brass cap; Thence South 00°34'08" West along the east line of Section 28 for a distance of 1022.37 feet to a  $\frac{1}{2}$  inch rebar which shall be the Point of Beginning;

Thence South 00°34'08" West along the east line of Section 28 for a distance of 1069.73 feet;

Thence along a non-tangent curve to the right for a distance of 1079.05 feet, said curve having a radius of 1124.51 feet, a delta angle of 54°58'46", and a long chord bearing of North 43°21'38" West for a distance of 1038.12 feet to the north line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence South 89°49'43" West along the north line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 594.19 feet to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Thence North 00°31'43" East along the west line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 329.75 feet to a  $\frac{1}{2}$  inch rebar;

Thence South 89°25'52" East for a distance of 1314.59 feet to the Point of Beginning.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov) • Email: [southerninfo@idwr.idaho.gov](mailto:southerninfo@idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

October 6, 2020

Spring Farms General Partnership  
427 N Hisaw Lane  
American Falls, ID 83211

RE: Application for Permit No. 01-10690

Gentlemen:

On February 3, 2020, the Idaho Department of Water Resources (IDWR) received an Application for Permit filed in your name. The application was assigned number 01-10690 and proposed pumping water from the Snake River for irrigation of 173.6 acres of land on the south side of the Snake River in Cassia County. Examination of the location of these 173.6 acres indicates that they do not correspond entirely with the locations of existing water rights on the farm. Therefore, it appears that some new acres are proposed to be irrigated. On March 10, 2020, Doug Webb and I met to discuss the possibility of filing a transfer application to change the existing water rights on the farm to reflect actual irrigation locations so that the acres described on the February 3<sup>rd</sup> application would match the existing rights on the farm. Mr. Webb, indicated that he was going to obtain some deeds relating to ownership issues on the farm and be back in touch. As of this date, I have yet to hear back from Mr. Webb.

Please be advised that the lands involved with your application are subject to the 1993 amended moratorium order for the Eastern Snake River Plain area, which is still in effect. IDWR will not process applications to appropriate water in this area unless the use is for domestic purposes, is non-consumptive, is in the public interest as determined by the Director, or the Director determines that the development and use of the water pursuant to an application will have no effect on prior surface and ground water rights because of its location, insignificant consumption of water or mitigation provided by the applicant to offset injury to other rights.

Because the water use proposed in your application does not meet any of these exceptions to the moratorium, IDWR will hold your application without processing until such time the moratorium is modified or lifted or until you submit an adequate mitigation plan.

If you have any questions, or if you want to withdraw your filed application, feel free to contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Corey Skinner', is written over a horizontal line.

Corey Skinner, PE  
IDWR Southern Region Manager