

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT  
TRANSFER NO. 84081**

This is to certify that: **NATHAN ROBINSON AND  
STACIE ROBINSON  
1745 E 4500 N  
BUHL, ID 83318**

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

**Summary of Water Rights Before the Proposed Changes**

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
45-11747	WR/DECREED	6/30/1963	0.120 cfs	N/A	N/A	N/A	GROUND WATER

**Purpose of Transfer (Changes Proposed)**


<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
45-11747	NO	NO	YES	NO	NO	NO

**Summary Of Water Rights After the Approved Change**

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
45-11747	45-11747	0.120 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>COMBINED TOTALS</b>		<b>0.120 cfs</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 23<sup>rd</sup> day of June, 2020.

  
Southern Region Manager

Transfer No. 84081

**WATER RIGHT NO. 45-11747**

**As Modified by Transfer No. 84081**

In accordance with the approval of Transfer No. 84081, Water Right No. 45-11747 is now described as follows:

**Right Holder:** G5 LAND COMPANY LLC  
1310 S 600 W  
OAKLEY, ID 83346-9759

**Priority Date:** 6/30/1963

**Source:** GROUND WATER

**BENEFICIAL USE**  
STOCKWATER

**From** 1/01 **To** 12/31

**Diversion Rate**  
0.120 cfs  
0.120 cfs

**LOCATION OF POINT(S) OF DIVERSION**

GROUND WATER NWNWSW Sec 36 Twp 13S Rge 22E CASSIA County

**PLACE OF USE: STOCKWATER**

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	22E	35							X	X	X	X	X	X			X		
14S	22E	2		X	X	X	X	X	X	X						X			
				L 2			L 3	L 4											0

**CONDITIONS OF APPROVAL**

1. The quantity of water under this right shall not exceed 13,000 gallons per day.
2. The quantity of water decreed for this water right is not a determination of historical beneficial use.
3. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

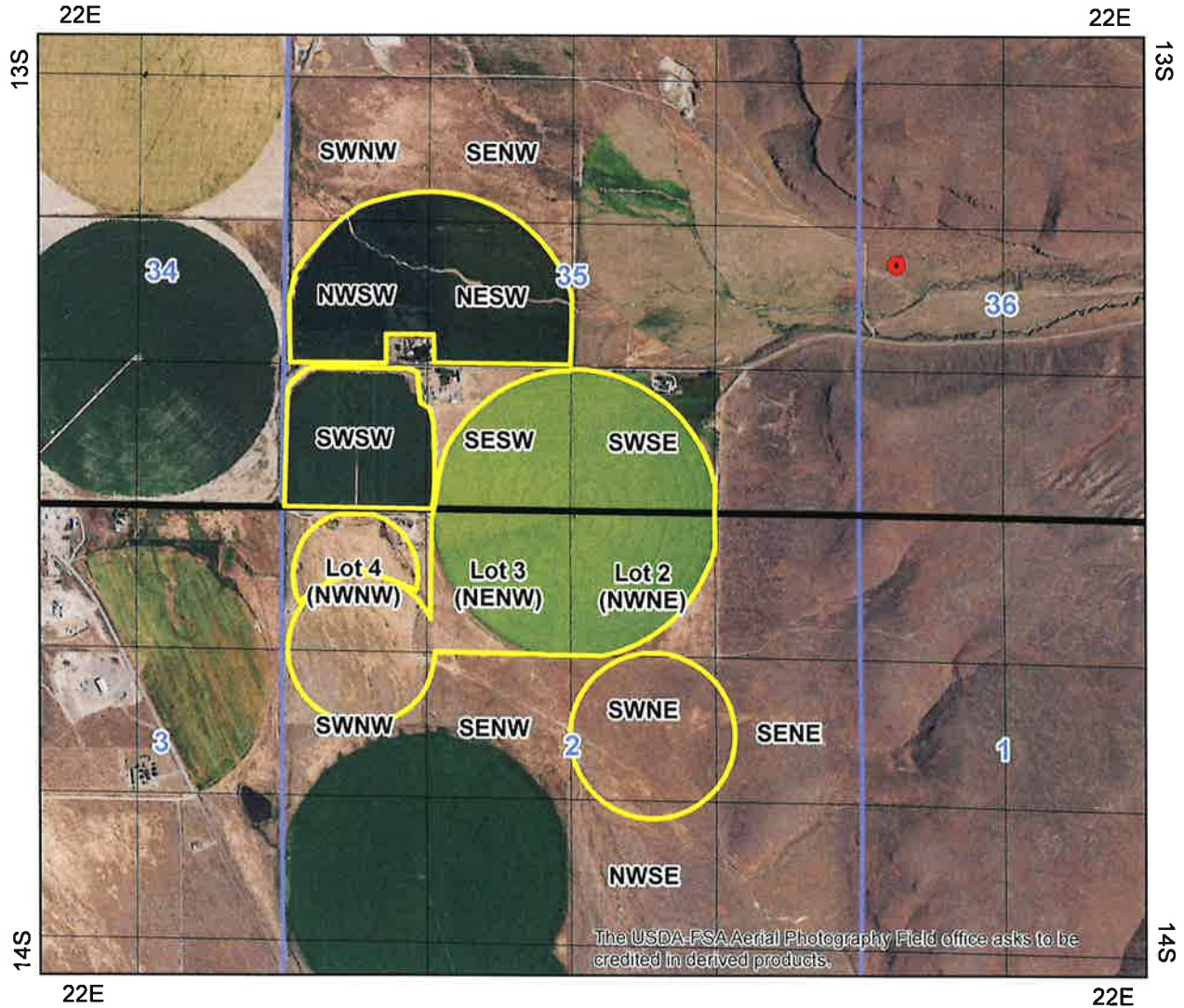
Transfer No. 84081

State of Idaho  
Department of Water Resources

# Attachment to Transfer # 84081

45-11747

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.2 0.4 0.8 Miles



STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No.

84081  
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DEPT OF WATER RESOURCES  
SOUTHERN REGION

**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](http://idwr.idaho.gov).

Name of Applicant(s) NATHAN ROBINSON & STACIE ROBINSON

**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](http://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: \_\_\_\_\_



STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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DEPT OF WATER RESOURCES  
SOUTHERN REGION

**APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1**

Name of Applicant(s) NATHAN ROBINSON & STACIE ROBINSON

Phone

208 300-0102Mailing address 1745 E 4500 N, BUHL ID 83318

Email

- ☐ 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 G5 LAND COMPANY LLC c/o RYAN CRANNEYPhone 208-650-7414Mailing address 1310 S 600 W, OAKLEY ID 83316Email ryan@safelink.net

- ☒ Send all correspondence for this application to the representative and not to the applicant.  
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.  
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

NATHAN ROBINSON

Print Name and Title if applicable

Date

5/14/2020

Signature of Applicant or Authorized Representative

STACIE ROBINSON

Print Name and Title if applicable

Date

5/14/2020**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**.  
Transfer seeks to change the place of use of stockwater rights to mimic the place of use of ground water rights that use this point of diversion that are to be adjusted with a separate transfer (#83910).

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 1 Continued**

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part <input checked="" type="checkbox"/> <input type="checkbox"/>	45-11747	0.12	stockwater	1/1 to 12/31	ground water
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	

Total authorized under rights 0.12 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.12 cubic feet per second and/or \_\_\_\_\_ acre-feet per year.

3. Point(s) of Diversion:

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

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

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	22E	35							3.6	4.1	35.8	32.3	35.5	30.3			31.0		172.6
14S	22E	02		32.4	35.7	2.9	38.1	29.7	15.9	0.4						2.3			157.4
Total Acres (for irrigation use)																			330

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:  
Ground water diversion has a full profile magnetic flowmeter in place.

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

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

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:

- 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:

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

**Yes No**

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | undergone a period of five or more consecutive years of non-use,                              |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently leased to the Water Supply Bank,  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently used in a mitigation plan limiting the use of water under the right, or             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

**If yes,** describe:





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

# APPLICATION FOR TRANSFER OF WATER RIGHT

## PART 3

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

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

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

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

### B. CHANGES IN NATURE OF USE (Water Balance)

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

### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

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

**FOR DEPARTMENT USE ONLY**

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

Received by SG Date 5/18/20 Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_  
 Fee paid \$25<sup>00</sup> Date 5/18/20 Received by SG Receipt # 5037926  
 Add'l fee paid \$200- Date 5-1-20 Received by DM Receipt # 5037905

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

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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MAY 01 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGION

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Nathan Robinson Phone 208-650-7414  
Mailing address 1310 S 600 W, Oakley, ID 83316-9759 Email \_\_\_\_\_

- ☐ 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 G5 Land Company c/o Ryan Cranney Phone 208-862-3346  
Mailing address 1310 S 600 W, Oakley, ID 83316 Email ryan@safelink.net

- ☒ Send all correspondence for this application to the representative and not to the applicant.  
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.  
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

Nathan Robinson  
Print Name and Title if applicable

4.22.2020  
Date

Signature of Applicant or Authorized Representative

Ryan Cranney  
Print Name and Title if applicable

4/22/20  
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**.

Transfer seeks to change the place of use of stockwater rights to mimic the place of use of groundwater rights that use this point of diversion that are to be adjusted with a separate transfer.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT

### PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part <input type="checkbox"/> <input type="checkbox"/>	45-11747	0.12	stockwater	1/1 to 12/31	groundwater
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	

Total authorized under rights 0.12 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.12 cubic feet per second and/or \_\_\_\_\_ acre-feet per year.

3. Point(s) of Diversion:

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

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

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	22E	35							3.6	4.1	35.8	32.3	35.5	30.3			31.0		172.6
14S	22E	02		32.4	35.7	2.9	38.1	29.7	15.9	0.4						2.3			157.4
Total Acres (for irrigation use)																			330

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:

Groundwater diversion has a full profile magnetic flowmeter in place.

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

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

See attached documentation describing purchase of well by G5 Land Company.

- 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:

- 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:

- 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:

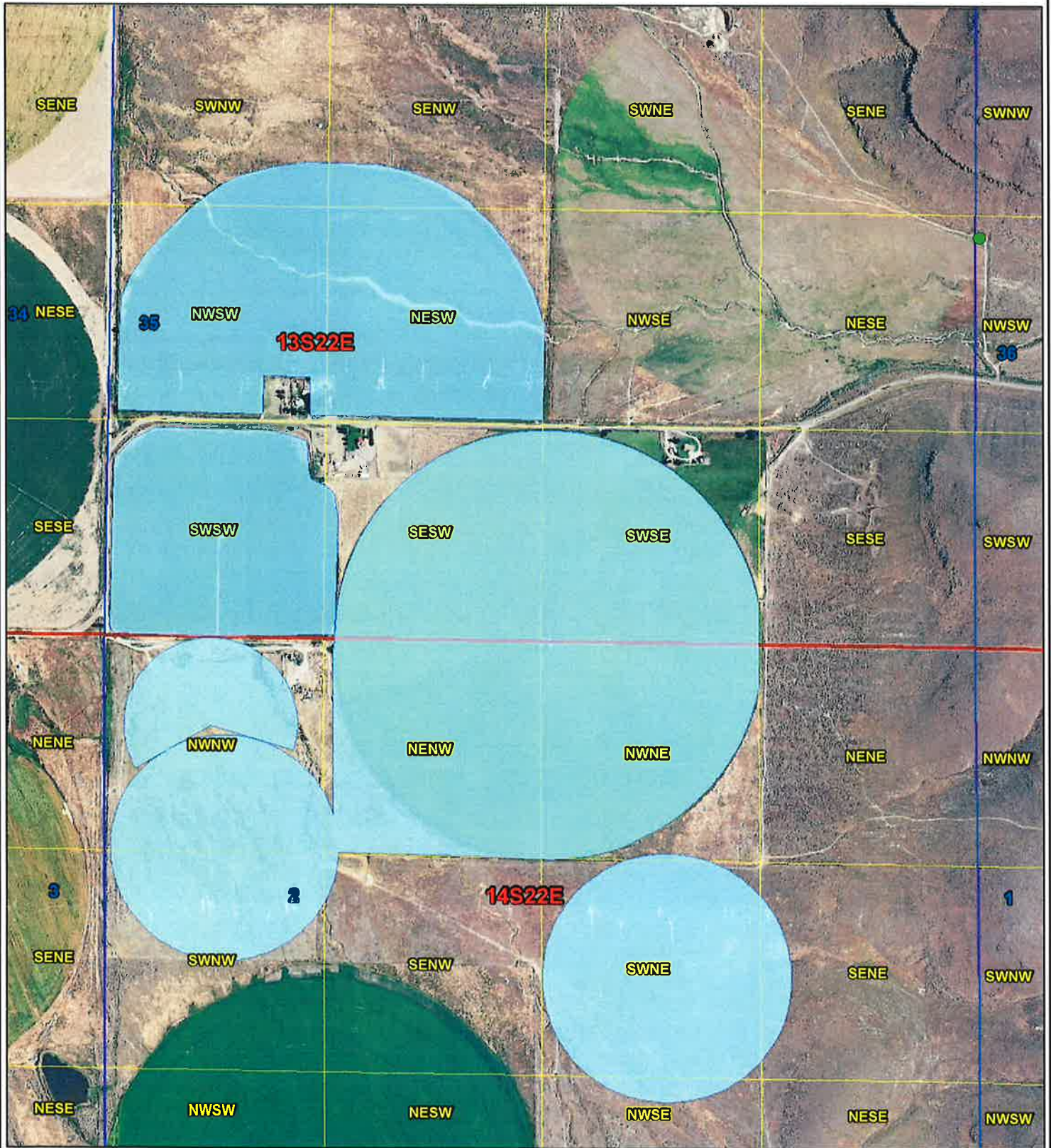








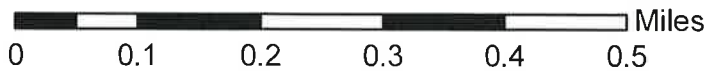
# Robinson - G5 Land Co. Stockwater Transfer



POD



Requested POU



2017 NAIP Aerial Imagery  
Current and proposed transfer place of use.



RECEIVED

FEB 24 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGION

2/7/2020

Re: Nathan Robinson Loan Number [REDACTED]

To whom It May concern:

In exchange for payment of \$ [REDACTED] currently held in Escrow by William Parsons, D.L. Evans Bank will release our lien on the water rights owned by Nathan Robinson outlined below and referenced in the deed of trust for loan number [REDACTED] recorded in Cassia County as instrument number 2019-003466.

Water rights represented by Idaho State Department of Water Resources Water Right No. 45-2363 with a claimed priority of February 6, 1951 to 1.00 cfs of irrigation water from groundwater, Water Right No. 45-14377 with a claimed priority date of May 1, 1882 to 0.32 cfs of irrigation water from Mill Creek Sinks, Water Right No. 45-11747 with a claimed priority of June 30, 1983 to 0.12 cfs of stock water from groundwater, Water Right No. 45-14379 with a claimed priority of April 1, 1980 to 1.30 cfs of irrigation water from Mill Creek Sinks, Water Right No. 45-14381 with a claimed priority of December 31, 1879 to 0.11 cfs of irrigation water from Mill Creek Sinks and 0.02 cfs of stock water from Mill Creek Sinks together with any and all other water rights and ditch rights; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

Sincerely,

Jerri Tegan

VP Commercial Loan Officer

NMLS #720642

2281 Overland Ave. | Burley, ID 83318

Tel (208) 678-6000 | Fax (208) 678-6898

[jtegan@dleavans.com](mailto:jtegan@dleavans.com) | [www.dleavans.com](http://www.dleavans.com)

45-2363

45-11747

45-14377

45-14379

45-14381

✓ database updated  
3/3/2020 sm

South Burley Branch  
208-678-6000

2281 Overland Ave.  
Fax 208-678-6898

P.O. Box 1188  
Express Banking

Burley, ID 83318  
1-888-873-9777



**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

March 3, 2020

D L EVANS BANK  
PO BOX 87  
TWIN FALLS ID 83303-0087

RE: Release of Security Interest for Water Right No(s): 45-2363, 45-11747, 45-14377, 45-14379, 45-14381 (Nathan & Kaydee Robinson)

Dear D L Evans Bank:

The Department of Water Resources (Department) acknowledges receipt of your correspondence requesting to be removed as a security interest holder on the above referenced water right(s). The Department has modified its records, and has enclosed a computer-generated report for you.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

A handwritten signature in cursive script that reads "Denise Maline".

Denise Maline  
Administrative Assistant I

Enclosure(s)

c: Nathan & Kaydee Robinson  
D L Evans Bank, Burley

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

5/5/2020

**Water Right 45-11747**

<u><b>Owner Type</b></u>	<u><b>Name and Address</b></u>
Current Owner	KAYDEE ROBINSON PO BOX 118 OAKLEY, ID 83346 (208) 650-7414
Current Owner	NATHAN ROBINSON PO BOX 118 OAKLEY, ID 83346 (208) 650-7414
Original Owner	MANNING RANCHES INC 2233 BIRCH CREEK RD OAKLEY, ID 83346-8700 (208) 862-3884
Previous Owner	KAREN ROBINSON PO BOX 392 1210 COW ALLEY CIR OAKLEY, UT 84055-0392 (801) 502-2595
Previous Owner	HOWARD ROBINSON 2288 W WILLIAMSBURG CIR WEST JORDAN, UT 84088-6409 (801) 450-0126

**Priority Date:** 6/30/1963

**Basis:** Decreed

**Status:** Active

<u><b>Source</b></u>	<u><b>Tributary</b></u>
GROUND WATER	

<u><b>Beneficial Use</b></u>	<u><b>From</b></u>	<u><b>To</b></u>	<u><b>Diversion Rate</b></u>	<u><b>Volume</b></u>
STOCKWATER	1/01	12/31	0.120 CFS	
	<u><b>Total Diversion</b></u>		0.120 CFS	

**Source and Point(s) of Diversion**

GROUND WATER                      NWNWSW                      Sec. 36, Twp 13S, Rge 22E, CASSIA County

**Place Of Use**

STOCKWATER within CASSIA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	22E	35													X	X			



**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

5/5/2020

**Conditions of Approval:**

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NOS. 13S22E350600, 13S22E357200 STOCKWATER, 500 RANGE

**Comments:**

1. SMITH 12/29/1992 COPIED FROM REMARKS  
THIS P/D APPEARS TO SET ON THE SECTION LINE BETWEEN S. 35 & S. 36
2. dmaline 3/3/2020 Release of Security Interest  
Release of Security Interest received from D.L. Evans Bank 2/24/2020.

**Dates and Other Information**

Decreed Date: 7/27/1998  
Civil Case Number: 39576  
Judicial District: FIFTH  
State or Federal: S  
Owner Name Connector: AND  
Water District Number: TBD  
Mitigation Plan: False

**Combined Use Limits**

N/A

**SubCase:**

N/A

**Water Supply Bank:**

N/A

WARRANTY DEED

THIS INDENTURE, made this 14<sup>th</sup> day of May 2020, between, **Nathan Robinson and Stacie Robinson**, husband and wife, ("GRANTOR"), and **G5 Land Company, LLC** whose address is 1310 South 600 West Oakley, ID 83346, ("GRANTEE").

WITNESSETH:

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following described real estate situated in the County of Cassia, State of Idaho, to-wit:

Water Rights: 45-2363, 45-14377, 45-14379, 45-1438, and 45-11747.

SUBJECT TO:

1. Accruing taxes, levies and assessments.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said water rights as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said water rights in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

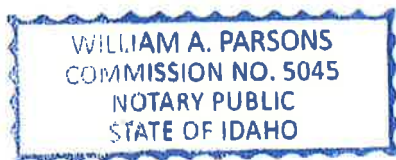
GRANTOR

Nathan Robinson  
Nathan Robinson

Stacie Robinson  
Stacie Robinson

STATE OF IDAHO                    )  
  :SS  
County of Cassia                 )

On this 14 day of May, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Nathan Robinson & Stacie Robinson**, known or identified to me to be the persons whose name is subscribed to the within instrument and they acknowledged to me that he executed the same.



William A. Parsons  
Notary Public for Idaho  
Residing at Brady, ID  
My commission expires on 7/20/2022

QUITCLAIM DEED

THIS INDENTURE, made this 13 day of May, 2020, between **TWIN VIEW, LLC, an Idaho Limited Liability Company**, ("Grantor"), of P.O. Box 118, Oakley, Idaho 83346, and **NATHAN R. ROBINSON and STACIE ROBINSON, husband and wife**, of 1745 East 4500 North, Buhl, Idaho 83316, ("Grantee").

WITNESSETH:

The said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee and to the heirs and assigns of the Grantee, all of the interest of the Grantor in that certain water rights in the County of Cassia, State of Idaho, particularly described as follows, to-wit:

**WATER RIGHT NOS. 45-2363, 45-14377, 45-11747, 45-14379 and 45-14381**

TOGETHER with all and singular the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining, and all issues, and profits thereof. To have and to hold, all and singular the said water right, unto the Grantee, and to the heirs, successors, and assigns of Grantee forever.

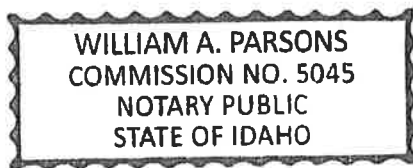
IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed.

TWIN VIEW, LLC

BY: member  
ITS: Nathan Robinson

STATE OF IDAHO                    )  
  ) ss  
County of Cassia                    )

On this 19 day of May, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be a member of **TWIN VIEW, 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.



William A. Parsons  
Notary Public for Idaho  
Residing at Boise  
My commission expires on \_\_\_\_\_



SCOT M. LUDWIG, ISB 3506  
MATTHEW J. HOLDEN, ISB 8379  
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP  
Attorneys at Law  
401 West Front Street, Suite 401  
Boise, ID 83702  
Telephone: 208-387-0400  
Facsimile: 208-387-1999  
*scot@lsmj-law.com*  
*matt@lsmj-law.com*

Attorneys for Respondent

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

KAYDEE ROBINSON,	)	
	)	
Petitioner,	)	CASE NO. CV42-18-0566
	)	
vs.	)	<b>JUDGMENT AND DECREE</b>
	)	<b>OF DIVORCE</b>
NATHAN ROBINSON,	)	
	)	
Respondent.	)	

---

JUDGMENT IS ENTERED AS FOLLOWS:

1. Petitioner and Respondent are hereby granted an absolute decree of divorce from each other on the grounds of irreconcilable differences.
2. The parties are hereby awarded joint legal and joint physical custody of their minor children; namely, G. R. R., born [REDACTED], 2002 (age 15), K. F. R., born [REDACTED], 2005 (age 12), and C. D. R., born [REDACTED], 2007 (age 11), with an alternating weekly parenting schedule, with exchanges to occur on Sundays at 6:00 p.m.

3. The party who's custodial time is beginning shall provide transportation for the exchange, if necessary.

4. The parties shall alternate holiday visitation set forth as follows:

<u>HOLIDAY</u>	<u>ODD-ENDED YEAR</u>	<u>EVEN-ENDED YEAR</u>
a) Thanksgiving (from Wednesday at 5:00 p.m. through Sunday at 8:00 p.m.)	Respondent	Petitioner
b) Christmas Eve (from 8:00 a.m. to 10:00 p.m.)	Petitioner	Respondent
c) Christmas Day (from December 24th at 10:00 p.m. to December 26th at 8:00 p.m.)	Respondent	Petitioner
d) New Years Eve & Day (from December 31st at 8:00 a.m. to January 2nd at 8:00 p.m.)	Petitioner	Respondent
e) Easter (Sunday at 8:00 a.m. to 8:00 p.m.)	Respondent	Petitioner
f) Spring Break (from Friday after school until Sunday before school at 8:00 p.m.)	Petitioner	Respondent
g) Fourth of July (from July 3rd at 8:00 a.m. through July 5th at 8:00 a.m.)	Petitioner	Respondent

Petitioner shall have the children with her every Mother's Day and Respondent shall have the children with him every Father's Day.

Holiday parenting time preempts regular parenting time. The parties may vary the above-written schedule by their joint, written agreement.

5. Respondent shall pay monthly child support to Petitioner in the sum of \$2,569.51, beginning on the 1st day of October, 2018 and continuing on the 1st day each month thereafter until such time as the parties' minor children reach the age of majority or are otherwise emancipated. In the event the children continue their education, Respondent shall continue to pay such monthly child support until such time as the parties' children reach the age of nineteen (19) years or graduate from high school, whichever first occurs. Respondent's child support obligation shall be paid through the Department of Health and Welfare. The payment shall be due on the first day of each month. A Child Support Case Summary is attached as Exhibit "A" hereto showing the child support calculation in amount of \$2,569.51. Respondent paid to Petitioner the first monthly child support payment due October 1, 2018, on or around September 25, 2018. Respondent's next child support payment shall be due November 1, 2018.

As of [REDACTED], 2020, G[REDACTED] will be eighteen (18) years old, and at such time Respondent's child support obligation shall be reduced to the sum of \$2,130.70 per month, unless G[REDACTED] is still pursuing high school, in which case, the child support reduction shall coincide with her graduation from high school, but in no event later than age nineteen (19).

As of [REDACTED], 2023, K[REDACTED] will be eighteen (18) years old, and at such time Respondent's child support obligation shall be reduced to the sum of \$1,298.53 per month, unless K[REDACTED] is still pursuing high school, in which case, the child support reduction shall coincide with her graduation from high school, but in no event later than age nineteen (19).

### NOTICE OF IMMEDIATE INCOME WITHHOLDING

This support order is enforceable by immediate income withholding as of the effective date of this order under Chapter 12, Title 32, *Idaho Code*. Immediate income withholding shall be enforced by a withholding order issued to the obligor's employer, without additional notice to the obligor.

### NOTICE OF LIEN

Pursuant to *Idaho Code* §7-1206, the obligor is hereby notified that a lien on your real and personal property will arise automatically upon a delinquency in making support payments pursuant to this support order;

6. Respondent shall maintain medical insurance on the parties' minor children. All premiums, deductibles and non-covered medical expenses, including but not limited to all medical, dental, orthodontic, optical, ophthalmological and pharmaceutical expenses incurred for the children, shall be paid twenty-five percent (25%) by Petitioner and seventy-five percent (75%) by Respondent. Petitioner's portion of the medical insurance premium has been included in the child support calculation set forth herein.

Any claimed health care expense for the children (whether denominated as psychiatric, psychological, special education, addiction treatment, or counseling in any form, and including regular medical or dental care), whether or not covered by insurance, which would result in actual out-of-pocket expense of over \$500 to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parties or by prior court order. Relief may be granted by the Court for failure to comply under extraordinary circumstances, and the Court may in its discretion apportion that incurred expense in some percentage other than that in the existing support order, and in so doing, may consider whether consent was unreasonably requested or withheld.

### MEDICAL SUPPORT NOTICE

Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee or the Department of Health and Welfare. A national medical support notice will be sent to your employer, requiring

your employer to enroll the child in a health benefit plan as provided by Sections 32-1214A through 32-1414J, *Idaho Code* and applicable rules of the Department.

7. Beginning tax year 2018, Petitioner shall be entitled to claim Q[REDACTED] and G[REDACTED] for purposes of the State dependency exemption, Head of Household, the Child Tax Credit, and any other state and federal tax benefits available for claiming the Q[REDACTED] and G[REDACTED]. Beginning tax year 2018, Respondent shall be entitled to claim K[REDACTED] and C[REDACTED] for purposes of the State dependency exemption, Head of Household, the Child Tax Credit, and any other state and federal tax benefits available for claiming K[REDACTED] and C[REDACTED].

8. The parties shall split equally all agreed-upon extracurricular activities of the minor children. Provided however, the consent must be given in advance of registration for said activity and in writing.

9. The Petitioner shall provide the cell phone and service for Q[REDACTED] and G[REDACTED]. The Respondent shall provide the cell phone and service for G[REDACTED] and K[REDACTED]. Respondent shall be responsible for paying 100% of the cost of the children's car insurance.

10. The parties own certain real property located at 2502 Twin View Lane, Twin Falls, Twin Falls County, State of Idaho, and recorded as instrument #2014-010235 dated June 23, 2014. Respondent is hereby awarded said real property as his sole and separate property, subject to any and all debt secured thereon, holding Petitioner harmless therefrom. Petitioner shall execute and deliver to Respondent a Quitclaim Deed upon receipt of said Quitclaim Deed. The Respondent shall provide counsel for the Petitioner a Quitclaim Deed for execution.

11. The parties own certain real property located in Oakley, Idaho, Cassia County, State of Idaho which consists of and farm, pivot and well on 130 acres, and recorded as instrument #2014-000019 dated January 2, 2014. Respondent is hereby awarded said real property and all water rights as his sole and separate property, subject to any and all debt secured thereon, holding Petitioner



harmless therefrom. Petitioner shall execute and deliver to Respondent a Quitclaim Deed upon receipt of said Quitclaim Deed. The Respondent shall provide counsel for the Petitioner a Quitclaim Deed for execution.

12. Respondent is hereby awarded the businesses 3D Ida Pro Solutions, LLC, NKR, LLC, S&G Customs, LLC, Snake River Storage, LLC, and Sawtooth Industrial Coating, including all bank accounts, assets, patents, and any other interest in said business. Respondent shall also be responsible for any and all debts associated with said businesses.

13. The Petitioner is awarded her DA Davidson Roth IRA account ending \*\*3644. The Petitioner is also awarded Respondent's Flexible Plan Investments, Ltd. retirement plan ending \*\*1540. The parties shall file a Qualified Domestic Relations Order (QDRO) if required to transfer Respondent's Flexible Plan Investments, Ltd. retirement plan to Petitioner. The QDRO shall be prepared by the Respondent or his attorney within sixty (60) days of the entry of this Judgment.

14. During the parties' marriage they have acquired certain property. All of the community property shall be divided between the parties hereto and awarded as their sole and separate property as follows:

A) Petitioner is hereby awarded the following property:

1. Any and all bank accounts in her respective name not specifically awarded herein;
2. The Jeep in her possession subject to any debt secured thereon;
3. One TV and her personal items at the community residence;
4. Any other property in her possession not specifically awarded to Respondent.

B) Respondent is hereby awarded the following property:

1. Any and all bank accounts in his respective name not specifically awarded herein;

2. All of the guns;
3. Fishing boat;
4. 2017 GMC;
5. 2016 Toyota Tacoma;
6. Two (2) Harley Davidson's;
7. Dirt bike;
8. 4-Wheeler;
6. Any other property in his possession not specifically awarded to Petitioner.

15. Wells Fargo Account \*\*1826 is a jointly held bank account that the parties agree to hold jointly and maintain for purposes of transferring money to each other to reimburse for the expenses of the children.

16. During the parties' marriage they have incurred certain community debt. All of the community debts shall be divided between the parties as follows:

A) Petitioner shall assume and pay the following:

1. Any balance remaining on her Citi Costco credit card account ending \*\*7976 over \$10,000 after Respondent pays off this card as described in paragraph 16(B) below. Petitioner shall close this credit card once the balance is paid in full;
2. All debts secured by any of the property awarded to her; and
3. Any other debts incurred by her or in her name alone not specifically awarded to Respondent.

Petitioner shall indemnify and hold Respondent harmless from any debts awarded to Petitioner or which are in Petitioner's name only.

B) Respondent shall assume and pay the following:

1. Respondent shall pay off Petitioner's Citi Costco credit card account ending \*\*7976 up to \$10,000. Petitioner shall pay off any balance beyond \$10,000;
2. All debts secured by any of the property awarded to him; and
3. Any other debts incurred by him or in his name alone not specifically awarded to Petitioner.

Respondent shall indemnify and hold Petitioner harmless from any debts awarded to Respondent or which are in Respondent's name only.

17. The parties shall file their 2016 and 2017 State and Federal tax returns as recommended by their C.P.A. for maximum mutual tax savings. Respondent shall be awarded any refund due and shall be obligated to pay any amount due for the parties 2016 and 2017 State and Federal tax returns. The Respondent shall be responsible for the preparation of the tax returns.

18. Each party shall make timely payments of their respective debts and each party shall indemnify and hold harmless the other, respectively, from any claims by creditors or otherwise, due to one party's default or failure to pay such obligations in a timely manner.

19. The parties shall execute any and all documents necessary to effectuate the terms and conditions contained herein.

20. Respondent shall pay \$75,000 to Petitioner within ninety (90) days following entry of this Judgment and Decree of Divorce.


21. As further equalization of the community estate, Respondent shall pay to Petitioner a total of \$458,400 in equal monthly payments of \$2,000 for thirty-six (36) months and a balloon payment for the balance of \$386,400, or the remaining unpaid balance if prepayments are made, by October 1, 2021. The first \$2,000 monthly payment shall be due October 1, 2018, continuing on the 1st day of each month thereafter for thirty-six (36) months. Respondent paid to Petitioner the first \$2,000 monthly payment due October 1, 2018, on or about September 25, 2018. Respondent's next

\$2,000 monthly payment to Petitioner shall be due November 1, 2018. Petitioner shall have the option of pre-paying the sum of \$458,400, or any remaining balance, in advance and there shall be no penalty for prepayment thereof. If Respondent pays to Petitioner a lump sum of \$24,000, this shall be considered a payment of 12 monthly payments and Respondent's next payment of \$2,000 shall be due thirteen months after this payment (\$2,000\*12 months). No interest shall accrue on the amount due.

22. Petitioner shall participate in one (1) therapy session per month for twelve (12) months with a therapist of Kaydee's choosing. Kaydee's therapist shall not be the same person as the children's therapist. Respondent shall be responsible for 100% of the cost of Petitioner's therapy sessions.

DATED \_\_\_\_\_

Signed: 10/15/2018 05:18 PM

  
\_\_\_\_\_  
JUDGE CALVIN CAMPBELL,  
Magistrate Judge

CERTIFICATE OF SERVICE

I hereby certify that on Signed: 10/17/2018 09:07 AM, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Scot M. Ludwig  
LUDWIG ♦ SHOUFLER ♦ MILLER  
♦ JOHNSON, LLP

Attorneys at Law  
401 West Front Street, Suite 401  
Boise, Idaho 83702

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☐ Facsimile Transmission  
(208)387-1999  
☒ E-File and Serve:  
scot@lsmj-law.com

Lisa M. Schoettger  
Roy, Nielson, Platts, McGee & Schoettger  
Attorneys at Law  
780 Eastland Drive, Suite 1  
P.O. Box 487

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☐ Facsimile Transmission  
☒ E-File and Serve:  
service@twinfallsattorneys.com



Deputy Clerk of the Court

## Case Summary

**Case #: CV42-18-566**

### Party Information:

	<b>Petitioner</b>	<b>Respondent</b>
<b>Name:</b>	Robinson Kaydee	Robinson Nate
<b>Marital Status:</b>	Single	Single
<b>Attorney's Name:</b>		
<b>Attorney's Phone:</b>		
<b>ICSG Income:</b>	15,080.00	300,000.00
<b>ICSG Percentage:</b>	4.79%	95.21%

### Children Information:

Child's Name	Birthdate	% with Petitioner	Tax Exemption	Calc Support Until
C [REDACTED]	[REDACTED]-2007	49.90%	None	18th Birthday
K [REDACTED]	[REDACTED]-2005	50.10%	None	18th Birthday
G [REDACTED]	[REDACTED]-2002	50.10%	None	18th Birthday
Q [REDACTED]	[REDACTED]-2000	49.90%	None	18th Birthday

### Recap of all Obligations per Month

	<u>Petitioner</u>	<u>Respondent</u>
Monthly Child Support Obligation	0.00	2,587.85
Work Related Child Care Costs	0.00	0.00
Health Insurance Obligation	18.35	0.00
Travel Expenses	0.00	0.00
Disability and Retirement Dependency Benefits	0.00	0.00
Tax Exemption Compensation	0.00	0.00
<b>Total of each parent's obligations</b>	<b>18.35</b>	<b>2,587.85</b>

**The recommended basic support the Respondent should pay is 2,587.85 per month (before other costs to be considered by the court).**

**The recommended adjusted support the Respondent should pay is 2,569.51 per month (other costs considered by the court included).**





**Child Support Calculations****Robinson Kaydee**

Income 15,080.00 |  
 Adjustments to Gross Income 0.00

**Robinson Nate**

Income 300,000.00  
 Adjustments to Gross Income 0.00

**Petitioner's Net ICSG Income 15,080.00 Respondent's Net ICSG Income 300,000.00**

**Petitioner's Calculations**

Child's Name	Physical Custody	Base	Factor	Respondent's Time	Petitioner's Income %	Petitioner's Obligation
C	Shared	1,271.08	1.5	50.10%	4.79%	45.75
K	Shared	1,271.08	1.5	49.90%	4.79%	45.57
G	Shared	1,271.08	1.5	49.90%	4.79%	45.57
Q		1,271.08	1.5	50.10%	4.79%	45.75

**182.65****Respondent's Calculations**

Child's Name	Physical Custody	Base	Factor	Petitioner's Time	Respondent's Income %	Respondent's Obligation
C	Shared	1,271.08	1.5	49.90%	95.21%	905.83
K	Shared	1,271.08	1.5	50.10%	95.21%	909.46
G	Shared	1,271.08	1.5	50.10%	95.21%	909.46
Q		1,271.08	1.5	49.90%	95.21%	905.83

**3,630.58**

**The recommended basic support the Respondent should pay is 2,587.85 per month (before other costs to be considered by the court).**

## From the offices of: Ludwig Shoufler Miller Johnson, LLP

In the District Court of the Fifth Judicial District  
of the State of Idaho, In and for the County of Twin Falls

Robinson Kaydee

Petitioner,

Case No. CV42-18-566

VS

Robinson Nate

Respondent,

## Continued Support Worksheet

As of July 24, 2018, the date of this report, the following rates apply:

	<u>Petitioner:</u>	<u>Respondent:</u>		<u>Petitioner:</u>	<u>Respondent:</u>
Support	\$136.90	\$2,724.75	Travel		
Health Care	\$18.35		Disability		
Child Care			Tax Exempt		
			Bottom Line	\$155.24	\$2,724.75
Respondent owes Petitioner \$2,569.51					

As of [REDACTED], 2018, when Q [REDACTED] reaches the age of 18, the following rates apply:

	<u>Petitioner:</u>	<u>Respondent:</u>		<u>Petitioner:</u>	<u>Respondent:</u>
Support	\$136.90	\$2,724.75	Travel		
Health Care	\$18.35		Disability		
Child Care			Tax Exempt		
			Bottom Line	\$155.24	\$2,724.75
Respondent owes Petitioner \$2,569.51					

As of [REDACTED], 2020, when G [REDACTED] reaches the age of 18, the following rates apply:

	<u>Petitioner:</u>	<u>Respondent:</u>		<u>Petitioner:</u>	<u>Respondent:</u>
Support	\$107.20	\$2,130.71	Travel		
Health Care	\$18.35		Disability		
Child Care			Tax Exempt		
			Bottom Line	\$125.54	\$2,130.70
Respondent owes Petitioner \$2,005.16					

As of [REDACTED], 2023, when K [REDACTED] reaches the age of 18, the following rates apply:

	<u>Petitioner:</u>	<u>Respondent:</u>		<u>Petitioner:</u>	<u>Respondent:</u>
Support	\$70.06	\$1,386.93	Travel		
Health Care	\$18.35		Disability		
Child Care			Tax Exempt		
			Bottom Line	\$88.40	\$1,386.93
Respondent owes Petitioner \$1,298.53					

As of [REDACTED], 2025 when C [REDACTED] turns 18, no children will remain in the home.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Nathan Robinson and Stacie Robinson, husband and wife, of Buhl, Idaho 83316 in valuable consideration herein receipted for but not recited, lawful money in United States of America, to it in hand paid by G5 Land Company, LLC the receipt whereof is hereby acknowledged, does hereby grant, sell, transfer and deliver unto G5 Land Company, LLC, the 18 Tower Zimmatic Pivot, serial Number: LD2463; 75 Horsepower Lane Pump, serial number: L14050 to G5 Land Company, LLC, its successors and assigns, and to its own use forever.

Nathan Robinson and Stacie Robinson, does hereby covenant with G5 Land Company, LLC, that it is the lawful owner of said 18 Tower Zimmatic Pivot, serial Number: LD2463; 75 Horsepower Lane Pump, serial number: L14050; that they are free from all encumbrances; that it has the right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Nathan Robinson and Stacie Robinson have executed this Bill of Sale this   14   day of February, 2018.

SELLERS



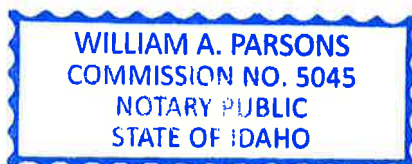
Nathan Robinson



Stacie Robinson

STATE OF IDAHO                    )  
  :SS  
County of Cassia                 )

On this 14 day of May, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Robinson & Stacie Robinson, known or identified to me to be the persons whose name is subscribed to the within instrument and they acknowledged to me that he executed the same.



Notary Public for Idaho

Residing at Buhl

My commission expires on 9/21/22

ELECTRONICALLY RECORDED  
STAMPED FIRST PAGE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT.

CASSIA COUNTY  
RECORDED FOR:  
TITLEONE - BURLEY  
03:31:58 PM 07-02-2019  
**2019-002652**  
NO. PAGES: 7 FEE: \$15.00  
JOSEPH W. LARSEN  
COUNTY CLERK  
DEPUTY: JB  
Electronically Recorded by Simplifile

WARRANTY DEED

THIS INDENTURE is made this 2<sup>nd</sup> day of July, 2019, between  
**SANDY POULTON, PERSONAL REPRESENTATIVE OF THE ESTATES OF WILLIAM  
HOWARD WELLS, also known as WILLIAM H. WELLS, also known as BILL WELLS, and  
EDITH GAY SHANGLE WELLS, also known as GAE WELLS, also known as EDITH GAY  
WELLS**, whose address is in care of Sandy Poulton, 269 West 1975 South, Oakley, Idaho 83346  
("Grantor") and **G5 LAND COMPANY, L.L.C.**, an Idaho limited liability company, 1310 South 600  
West, Oakley, Idaho 83346 ("Grantee").

WITNESSETH:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of  
the United States of America, and other good and valuable consideration, to the Grantor in hand paid  
by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by  
these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and  
assigns of Grantee forever, in the following described real estate situated in the County of Cassia, State  
of Idaho to-wit:

SEE EXHIBIT A ATTACHED HERETO.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,  
issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as  
in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises,  
together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises

FLETCHER LAW  
OFFICE  
BURLEY, IDAHO

WARRANTY DEED

THIS INDENTURE is made this 1<sup>st</sup> day of July, 2019, between  
**SANDY POULTON, PERSONAL REPRESENTATIVE OF THE ESTATES OF WILLIAM  
HOWARD WELLS, also known as WILLIAM H. WELLS, also known as BILL WELLS, and  
EDITH GAY SHANGLE WELLS, also known as GAE WELLS, also known as EDITH GAY  
WELLS**, whose address is in care of Sandy Poulton, 269 West 1975 South, Oakley, Idaho 83346  
("Grantor") and **G5 LAND COMPANY, L.L.C.**, an Idaho limited liability company, 1310 South 600  
West, Oakley, Idaho 83346 ("Grantee").

WITNESSETH:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of  
the United States of America, and other good and valuable consideration, to the Grantor in hand paid  
by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by  
these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and  
assigns of Grantee forever, in the following described real estate situated in the County of Cassia, State  
of Idaho to-wit:

SEE EXHIBIT A ATTACHED HERETO.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,  
issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as  
in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises,  
together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises

FLETCHER LAW  
OFFICE

BURLEY, IDAHO

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in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

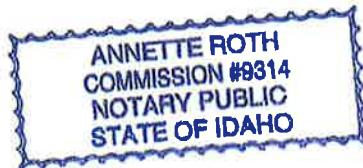
ESTATES OF WILLIAM HOWARD WELLS,  
also known as WILLIAM H. WELLS, also known  
as BILL WELLS, and EDITH GAY SHANGLE  
WELLS, also known as GAE WELLS, also known  
as EDITH GAY WELLS

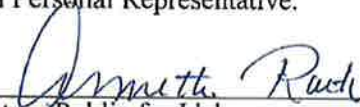
BY

  
Sandy Poulton, Personal Representative

STATE OF IDAHO )  
County of Cassia ) ss

On this 2<sup>nd</sup> day of July, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **SANDY POULTON**, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estates of William Howard Wells, also known as William H. Wells, also known as Bill Wells, and Edith Gay Shangle Wells, also known as Gae Wells, also known as Edith Gay Wells, and acknowledged to me that she executed the same as such Personal Representative.



  
Notary Public for Idaho  
Residing at Rupert, Id  
My commission expires on 8-4-2023



PARCEL NO. 1:  
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: Part of the S $\frac{1}{2}$ NW $\frac{1}{4}$  and Part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ , more particularly described as follows:

Beginning at the West  $\frac{1}{4}$  Corner of Section 35, 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 01°11'21" East along the west line of Section 35 for a distance of 314.97 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 89°13'31" East for a distance of 1365.01 feet to a  $\frac{1}{2}$  inch rebar;  
Thence along a non-tangent curve to the right for a distance of 1668.51 feet to a 5/8 inch rebar on the east line of the SW $\frac{1}{4}$ , said curve having a radius of 1340.00 feet, a delta angle of 71°20'32", and a long chord bearing of South 52°46'43" East for a distance of 1562.81 feet;  
Thence South 00°50'40" West along said  $\frac{1}{4}$  section line for a distance of 695.44 feet to a 5/8 inch rebar at the Southeast Corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence North 89°12'17" West along the south line of the N $\frac{1}{2}$ SW $\frac{1}{4}$  for a distance of 1393.72 feet;  
Thence North 01°14'02" West for a distance of 26.46 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 01°14'02" West for a distance of 240.46 feet to a 5/8 inch rebar;  
Thence North 89°20'41" West for a distance of 290.74 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 00°03'10" East for a distance of 239.94 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 00°03'10" East for a distance of 26.14 feet to the south line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence North 89°12'17" West along said 1/16 section line for a distance of 943.07 feet to the Southwest Corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence North 01°11'21" East along the west line of Section 35 for a distance of 1307.99 feet to the Point of Beginning.

PARCEL NO. 2:  
TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 35: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$ , more particularly described as follows:

Beginning at the West  $\frac{1}{4}$  Corner of Section 35, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 01°11'21" West along the west line of Section 35 for a distance of 1307.99 feet to the Northwest Corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$  which shall be the Point of Beginning;  
Thence South 89°12'17" East along the north line of the S $\frac{1}{2}$ SW $\frac{1}{4}$  for a distance of 1221.88 feet;  
Thence South 04°29'58" East for a distance of 25.11 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 04°29'58" East for a distance of 318.35 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 89°12'17" East for a distance of 543.70 feet to a  $\frac{1}{2}$  inch rebar;  
Thence along a non-tangent curve to the right for a distance of 646.93 feet to a  $\frac{1}{2}$  inch rebar, said curve having a radius of 1325.04 feet, a delta angle of 27°58'26", and a long chord bearing of North 63°07'40" East for a distance of 640.53 feet;  
Thence North 00°56'30" East for a distance of 16.43 feet to a  $\frac{1}{2}$  inch rebar;  
Thence North 00°56'30" East for a distance of 28.15 feet to the north line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence South 89°12'17" East along said 1/16 section line for a distance of 268.36 feet to a 5/8 inch rebar; at the Northwest Corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence South 89°12'17" East along the north line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 359.73 feet;  
Thence South 04°40'56" East for a distance of 29.62 feet to a  $\frac{1}{2}$  inch rebar;  
Thence South 04°40'56" East for a distance of 38.41 feet to a  $\frac{1}{2}$  inch rebar;

Thence along a non-tangent curve to the right for a distance of 1419.42 feet to a ½ inch rebar, said curve having a radius of 1304.50 feet, a delta angle of 62°20'36", and a long chord bearing of South 43°46'24" East for a distance of 1350.43 feet;  
Thence South 88°57'08" East for a distance of 4.83 feet to a ½ inch rebar on the east line of the SW¼SE¼;  
Thence South 00°40'20" West along said 1/16 section line for a distance of 278.85 feet to a 5/8 inch rebar at the Southeast Corner of the SW¼SE¼;  
Thence North 89°11'41" West along the south line of Section 35 for a distance of 1320.46 feet to the South ¼ Corner of Section 35;  
Thence North 89°11'41" West along said section line for a distance of 2640.90 feet to a 5/8 inch rebar with a 3 inch aluminum cap at the Southwest Corner of Section 35;  
Thence North 01°11'21" East along the west line of Section 35 for a distance of 1307.99 feet to the Point of Beginning.

PARCEL NO. 3:  
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: That part of the NW¼NW¼, more particularly described as follows:

Beginning at the Northwest Corner of the NW¼; Thence South 00°07'41" East for a distance of 33.00 feet to the Point of Beginning;  
Thence South 89°12'07" East for a distance of 1320.66 feet to the east line of the NW¼NW¼;  
Thence South 00°07'28" West for a distance of 1273.04 feet;  
Thence North 88°57'49" West for a distance of 1320.82 feet;  
Thence North 00°07'41" East along the west line of Section 2 for a distance of 1267.55 feet to the Point of Beginning.

PARCEL NO. 4:  
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: Lots 2 and 3

PARCEL NO. 5:  
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2 All of the N½SW¼NW¼ and part of the S½SW¼NW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 2, said corner marked by a 5/8 inch rebar; Thence North 00°07'41" East along the West line of Section 2 for a distance of 655.18 feet to the Point of Beginning;  
Thence North 00°07'41" East along the West line of Section 2 for a distance of 4.99 feet to the Southwest corner of the N½SW¼NW¼;  
Thence North 00°07'41" East along the West line of Section 2 for a distance of 660.17 feet to the Northwest corner of the N½SW¼NW¼;  
Thence South 88°57'49" East along the North line of the N½SW¼NW¼ for a distance of 1320.82 feet to the Northeast corner of the N½SW¼NW¼;  
Thence South 00°07'28" West along the East line of the N½SW¼NW¼ for a distance of 658.89 feet to the Southeast corner of the N½SW¼NW¼;  
Thence South 00°07'28" West along the East line of the S½SW¼NW¼ for a distance of 6.58 feet;  
Thence North 88°57'00" West for a distance of 1314.57 feet to a ½ inch rebar;

Thence North 88°57'00" West for a distance of 6.30 feet to the Point of Beginning.

PARCEL NO. 6:  
TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 2: Part of the SE¼, S½NE¼ and the SE¼NW¼, more particularly described as follows:

Beginning at the Southeast Corner of said Section 2, marked by an iron pipe with brass cap which shall be the Point of Beginning;

Thence North 88°53'18" West along the south line of said Section 2 for a distance of 2642.55 feet;

Thence North 88°53'18" West continuing along said south line for a distance of 14.39 feet;

Thence North 00°29'41" West for a distance of 2649.78 feet;

Thence North 00°29'41" West for a distance of 649.68 feet;

Thence North 88°57'00" West for a distance of 1271.48 feet;

Thence North 00°07'28" East for a distance of 6.58 feet;

Thence North 00°07'28" East for a distance of 658.89 feet;

Thence South 88°57'49" East for a distance of 1320.63 feet

Thence South 88°57'49" East for a distance of 2653.38 feet to the east line of said Section 2;

Thence South 00°25'17" East along the east line of said Section 2 for a distance of 1310.34 feet;

Thence South 00°36'32" West along the east line of said Section 2 for a distance of 2657.65 feet to the Point of Beginning.

**INCLUDING:**

All water rights appurtenant to the above entitled property including, but not limited to:

IDWR Water Right No. 45-660

IDWR Water Right No. 45-663

IDWR Water Right No. 45-680

IDWR Water Right No. 45-688

IDWR Water Right No. 45-11157

All right, title, and interest, if any, of Grantor to receive the delivery of domestic and stock water pursuant to Certificates No. 29, 94, 113, representing ten (10) total shares, of North Oakley Water Co., Inc., now known as Oakley Valley Water Company.

All right, title, and interest of Seller, if any, to receive water pursuant to the Water Rotation Agreement recorded as Instrument No. 224804, records of Cassia County, Idaho.

And those water rights reserved by Seller in that Personal Representative's Deed Reserving Water Rights between Seller as the Grantor and Kloepper, Inc. as the Buyer which was recorded on May 3, 2019 as Instrument No. 2019-001649 and re-recorded June 27, 2019 as Instrument No. 2019002575, records of Cassia County, Idaho.

**SUBJECT TO:**

Taxes and assessments for the year 2019.

Any assessments of the Southwest Irrigation District.

An easement for the purpose shown below and rights incidental thereto as set forth in Easement Deed.  
Granted to: North Oakley Water Company  
Recorded: January 12, 1946  
Instrument No.: 153618

Reservation contained in Warranty Deed from Caroline L. Tucker, party of the first part, and Ennis Matthews, party of the second part, dated March 12, 1956 and recorded February 10, 1964 as Instrument No. 16917 on Film No. 25, records of Cassia County, Idaho, which reads as follows: "Subject to reservation of mineral deposits by party of the first part, including deposits of gravel and sand of commercial value." and which also reads: "Party of the first part reserves the right of ingress and regress for removal of minerals, including commercial gravel and sand." (Covers Lot 1 and S½NE¼ of Section 3, Township 14 South, Range 22 East of the Boise Meridian and SW¼NW¼ of Section 2 Township 14 South, Range 22 East of the Boise Meridian)

Reservation contained in Warranty Deed from Henry W. Tucker and Nettie M. Tucker, husband and wife, parties of the first part, and Ennis Matthews, party of the second part, dated July 5, 1961 and recorded February 10, 1964 as Instrument No. 16918 on Film No. 25, records of Cassia County, Idaho, which reads as follows: "Subject to reservation of mineral deposits by parties of the first part, including gravel and sand of commercial value," and which also reads: "Parties of the first part reserve the right of ingress and regress for removal of commercial sand and gravel and other minerals." (Covers the SW¼ of Section 2, Township 14 South, Range 22 East of the Boise Meridian.

An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.  
Granted to: Idaho Power Company  
Recorded: February 23, 1968  
Instrument No.: 39109  
(Over and across Sections 2 and 11 of Township 14 South, Range 22 East of the Boise Meridian)

Effects of, if any, in Resolution 95-4-4, Board of County Commissions of Cassia County, Idaho, acting as Cassia County Planning Commission, for a special use permit number 95-3-1 for construction, operation and maintenance of a gravel pit, dated April 24, 1995 and recorded April 26, 1995 as Instrument No. 236307, records of Cassia County, Idaho. (Covering the SW¼NW¼ of Section 35, Township 13 South, Range 22 East of the Boise Meridian)

Pipeline Easement from Howard Dutch Robinson and Karen Robinson, husband and wife doing business as Green Acres sometimes known as Green Acres, L.L.C., to Manning Ranches, Inc., dated July 19, 2007 and recorded August 20, 2007 as Instrument No. 2007-317706, records of Cassia County, Idaho. (Covers Section 2, Township 14 South, Range 22 East of the Boise Meridian)

Well Agreement with Easement, between D & N Ranch, LLC and Manning Ranches, Inc., dated August 16, 2007 and recorded August 20, 2007 as Instrument No. 2007-317710, records of Cassia County, Idaho.

Assignment of Well Agreement, recorded February 18, 2011 as Instrument Number 2011-000795 and Re-Recorded June 16, 2011 as Instrument No. 2011-002518,

Assignment of Well Agreement, recorded February 29, 2012 as Instrument No. 2012-000882.

Assignment of Well Agreement, recorded February 29, 2012 as Instrument No. 2012-000883.

Pipeline Easement by Wm. H. Wells and Edith Gay Wells aka Bill Wells and Gae Wells, husband and wife and H. Dutch Robinson aka Howard Robinson and Karen Robinson, husband and wife to Cranney Land Company, L.L.C., dated February 20, 2012 and recorded February 29, 2012 as Instrument No. 2012-000884, records of Cassia County, Idaho.

Grant of Easement for Construction and Maintenance of a Roadway for Ingress and Egress, between Wm. H. Wells and Edith Gay Wells, husband and wife, aka Bill Wells and Gae Wells, and Cranney Land Company, L.L.C., and H. Dutch Robinson aka Howard Robinson and Karen Robinson, husband and wife, dated February 20, 2012 and recorded February 29, 2012 as Instrument No. 2012-000885 and Re-recorded March 30, 2012 as Instrument No. 2012-001348, records of Cassia County, Idaho.

**CONTRACT OF SALE**

AGREEMENT MADE this 3rd day of September, 2019, by  
NATHAN ROBINSON, a single person as his sole and separate property, of Box 118,  
Oakley, Idaho 83346 ("SELLER") and G5 LAND COMPANY, L.L.C., of 1310 South  
600 West, Oakley, Idaho 83346 ("BUYER").

1. **RECITALS:** The recite and declare:

1.1 The Seller owns five (5) Water Rights, namely: 45-2363, 45-  
14377, 45-14379, 45-14381 and 45-11747, along with an eight tower Zimmatic Pivot SS#  
LD2463 and a 75 h.p. Layne Pump SS# L14050, herein called the ("WATER RIGHTS &  
EQUIPMENT").

2. **SALE:** The Buyer desires to buy the Water Rights and Equipment and the  
Seller is willing to sell the same to the Buyer.

3. **TERMS:** The parties have agreed on the buy and sell under the terms and  
conditions of this Agreement that follow.

4. **SALE:** The Seller shall sell to the Buyer the Water Rights and Equipment  
for cash in the amount of                      The purchase price shall be deposited in the Trust  
Account of Parsons, Smith, Stone, Loveland and Shirley, LLP to be disbursed subject to  
other terms of this Contract.

5. **PAYMENT:** Upon the approval of the transfer of the Water Rights to the  
Buyer and a Bill of Sale to the Equipment and the Easement from the Seller the firm of  
Parsons, Smith, Stone, Loveland and Shirley, LLP is instructed to pay the                      to



1 the Seller, assuming there are no liens on the Water Rights and/or Equipment or any other  
2 impairments.

3  
4 6. EASEMENT: As further consideration for the purchase price the Seller  
5 will execute an easement to the Buyer described on Exhibit A attached hereto and  
6 incorporated herein by reference for the purpose of installing an underground pipeline that  
7 joins another pipeline of the Buyer.

8 7. WARRANTY: The Seller warrants that he has good title to the Water  
9 Rights and to the Equipment and is authorized to sell the same. The Seller will cause the  
10 name of KAYDEE ROBINSON to be removed from the Water Rights and will provide a  
11 Certificate from the Secretary of State that there are no filings on the Equipment. This will  
12 be a UCC report.

13  
14 8. COSTS: All costs of the proposed transfer of the Water Rights shall be at  
15 the expense of the Buyer.

16 9. COOPERATION: The Seller agrees to cooperate with the Buyer in  
17 accomplishing the transfer of the Water Rights. There may be involvement with the Seller  
18 and the Idaho Department of Water Resources on the proposed transfer. It is the  
19 understanding of the parties that this Contract, together with the Application for Transfer, is  
20 satisfactory to the Department of Water Resources to start the process of approving or  
21 disapproving the transfer of the Water Rights.

22  
23 10. ATTORNEY FEES: The prevailing party in any action arising under this  
24 Agreement shall be entitled to attorney fees and costs.

25 11. TIME LIMIT: If the approval of the Water Right transfer has not been  
26 accomplished one (1) year from the date of this Agreement then the Agreement shall be of

PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP  
LAWYERS  
BURLEY, IDAHO

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no further force and effect and the law firm holding the deposit shall return the same to the Buyer. The parties may extend the Contract if it is feasible in their joint minds.

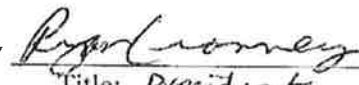
IN WITNESS WHEREOF the parties have executed this Contract the day and year first above written.

SELLER

  
NATHAN ROBINSON

BUYER

G5 LAND COMPANY, L.L.C.

By   
Title: President

1 STATE OF IDAHO )

2 ) ss  
3 County of Cassia )

4 On this 3rd day of September, in the year 2019, before me, the  
5 undersigned, a Notary Public in and for said State, personally appeared **NATHAN**  
6 **ROBINSON** known or identified to me to be the person whose name is subscribed to the  
7 within instrument, and acknowledged to me that he executed the same.

8 **SHELLY WARD**  
9 **COMMISSION NO. 25975**  
10 **NOTARY PUBLIC**  
11 **STATE OF IDAHO**

12 Notary Public for Idaho

13 Residing at: Martinez

14 Comm. Exp.: 05/30/20

15 STATE OF IDAHO )

16 ) ss  
17 County of Cassia )

18 On this 9th day of September, in the year 2019 before me, the  
19 undersigned, a Notary Public in and for said State, personally appeared **RYAN**  
20 **CRANNEY**, known or identified to me to be the Member or Members of the Limited  
21 Liability Company of **G5 LAND COMPANY, L.L.C.** and the Member or one of the  
22 Members who subscribed said Limited Liability Company's name to the foregoing  
23 instrument, and acknowledged to me that he executed the same in said Limited Liability  
24 Company's name.

25 **SHELLY WARD**  
26 **COMMISSION NO. 25975**  
**NOTARY PUBLIC**  
**STATE OF IDAHO**

Notary Public for Idaho

Residing at: Martinez

Comm. Exp.: 05/30/20

26 (G5LandCompany/RobinsonContract.doc)

**EXHIBIT A**

Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35 in Township 13 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the East  $\frac{1}{4}$  corner of Section 35 in T. 13 S., R. 22 E., B.M. said corner marked by a 5/8" rebar with a 3" aluminum cap on top which shall be the Point of Beginning;

THENCE South 00 degrees 30 minutes 01 seconds West along the east line of Section 35 for a distance of 990.92 feet to the centerline of Basin Road;

THENCE North 81 degrees 35 minutes 34 seconds West along said centerline for a distance of 50.48 feet;

THENCE North 00 degrees 30 minutes 01 seconds East for a distance of 984.23 feet to the north line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

THENCE South 89 degrees 12 minutes 54 seconds East along said  $\frac{1}{4}$  section line for a distance of 50.00 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

July 1, 2020

NATHAN ROBINSON  
STACIE ROBINSON  
1745 E 4500 N  
BUHL ID 83318

Re: Transfer No: 84081  
Water Right No(s): 45-11747

**Transfer Approval Notice**

Dear Water Right Holder and other Interested Persons:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 736-3033.

Sincerely,



Corey Skinner  
Southern Regional Manager

Enclosure

c:

G5 LAND COMPANY LLC  
1310 S 600 W  
OAKLEY ID 83346-9759

WILLIAM A PARSONS  
PARSONS SMITH STONE LOVELAND & SHIRLEY LLP  
PO BOX 910  
BURLEY ID 83318



## CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2020 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 84081  
Water Right No(s): 45-11747

NATHAN ROBINSON  
STACIE ROBINSON  
1745 E 4500 N  
BUHL ID 83318

G5 LAND COMPANY LLC  
1310 S 600 W  
OAKLEY ID 83346-9759

WILLIAM A PARSONS  
PARSONS SMITH STONE LOVELAND & SHIRLEY LLP  
PO BOX 910  
BURLEY ID 83318



Denise Maline  
Administrative Assistant

## **EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER**

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

### **PETITION FOR RECONSIDERATION**

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

### **EXCEPTIONS AND BRIEFS**

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

### **REQUEST FOR HEARING**

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

### **ORAL ARGUMENT**

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

## **CERTIFICATE OF SERVICE**

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

## **FINAL ORDER**

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

## **APPEAL OF FINAL ORDER TO DISTRICT COURT**

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

## MEMORANDUM

**Date:** June 22, 2020  
**To:** Transfer 84081  
**From:** William Mills  
**Re:** Legal Notice Not Required

This application only modifies the place of use and there is no actual hydrologic change. Therefore, pursuant to Section 42-222, Idaho Code, this transfer can be processed and approved without advertising.

Legal Notice Not Required  
3/4/2020

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.

## MEMORANDUM

**Date:** June 22, 2020  
**To:** Transfer 84081  
**From:** Bill Mills  
**Re:** Evaluation of Sufficiency of Information Submitted

---

Application proposes moving the place of use for ground water right 45-11747, a 0.120 cfs stockwater right, to adjacent acres that also serve as the POU for 330 acres of irrigation for several other water rights. There will be no change to the point of diversion for this water right. The proposed place of use is located approximately 1.5 to 2.3 miles east and 1.5 miles south to 1.5 miles north of the center of Oakley.

The POD and POU are located in Water District 140 but is not administered by the water district.

This application only moves the POU to lands adjacent to current POU and there is no actual hydrologic change. Therefore, pursuant to Section 42-222, Idaho Code, this transfer can be processed and approved without advertising.

- **Authority to File:** Applicant provided a divorce decree to update ownership of water right to reflect current ownership. A warranty deed was provided indicating the proposed new owner owns the properties this right is being transferred to. A warranty deed and \$25.00 change of ownership were also provided by the proposed new owner's attorney to change the ownership of this water right through the transfer process.
- **Water Right Validity:** This water right was decreed in the SRBA on 7/27/1998. Stock troughs are visible in recent aerial imagery at the current POU indicating stockwater has been utilized recently.
- **Injury to Other Water Rights:**  
None anticipated.
- **Enlargement of Use:**  
None anticipated.
- **Local Public Interest:**  
No issues anticipated.
- **Beneficial Use/Conservation of Water Resources:**

Proposed use is recognized as a beneficial use of water.

- **Effect on the Economy of the Local Area:**  
None Anticipated.
- **Effect on Agricultural Base of the Local Economy:**  
None Anticipated.

**Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing**

## MEMORANDUM

**Date:** June 9, 2020  
**To:** Transfer 84081  
**From:** Bill Mills  
**Re:** Fee Evaluation

---

Filing fees charged for transfer application #84081 were based on the on the current transfer fee schedule and included \$200.00 for the 0.12 cfs being transferred in the application (Receipt No. S037905). An additional \$25.00 fee was paid to change ownership of the water right through the transfer process (Receipt No. S037926).





**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)

Brad Little  
Governor

Gary Spackman  
Director

May 5, 2020

G5 Land Company  
c/o Ryan Cranney  
1310 S 600 W  
Oakley, ID 83316-9759

RE: Application for Transfer

Dear Mr. Cranney:

The Department of Water Resources recently received a water right transfer application that was filed with our office in the name of Nathan Robinson. Preliminary review of the application indicates that as submitted, it is incomplete for the following reason:

The application for transfer was signed by Nathan Robinson, but the water right records indicate the right is currently owned by Nathan & Kaydee Robinson. An application for transfer is considered incomplete without the signatures of all current owners of record and cannot be processed without them.

Additionally, 1310 S 600 W, Oakley, ID 83316-9759 is listed as the Robinson's address on the application for transfer. This does not coincide with our records. The Department requires the applicant's correct mailing address to be listed at the top of Page 2 just below the applicant's names. Our records indicate their current mailing address is:

Nathan & Kaydee Robinson  
PO Box 118  
Oakley, ID 83346

Is this correct? I have enclosed a change of address form in case their address records need to be updated.

The third box from the top of page 2 was also checked, indicating that the ownership of the water right would change as a result of this transfer. Since the cover letter from William Parsons indicated the intent is to change the ownership after the transfer is approved, this box should not be checked. However, since the ownership of the place of use is moving to new properties not owned by the applicant, the Department does require copies of the conveyance documents to be included with the transfer application. At your request, I can include the conveyance documents previously submitted with the G5 Land Company transfer #83910. Otherwise, The Department will need the conveyance documents submitted to process this transfer application.

In addition, page 1 of the transfer application was not submitted. Please submit Page 1 with the appropriate boxes checked.

I will hold the transfer application for 30 days from the date of this letter to give you sufficient time to submit the properly signed signature page and other documentation to the Department. If the requested documentation is not received within 30 days, I will return the application to you and process a request to refund the submitted fees.

Please feel free to contact me by phone, (208) 736-3033, or by email, [william.mills@idwr.idaho.gov](mailto:william.mills@idwr.idaho.gov), if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Mills", is written over the typed name.

Bill Mills  
Sr. Water Resource Agent  
Southern Regional Office

c:William Parsons

Enclosure

PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP

ATTORNEYS AT LAW  
137 WEST 13<sup>TH</sup> STREET  
P.O. BOX 910  
BURLEY, IDAHO 83318

WILLIAM PARSONS  
LANCE A. LOVELAND  
DAVID F. SHIRLEY  
JASON R. NAESS  
SCOTT B. LINDSTROM

OF COUNSEL  
RICHARD K. SMITH  
RANDOLPH C. STONE

RECEIVED

MAY 01 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGION

April 28, 2020

Corey Skinner  
Idaho Department of Water Resources  
650 Addison Avenue West, Suite 500  
Twin Falls, ID 83301-5858

RE: G5 Land Company, LLC/Water Right 45-11747

Dear Mr. Skinner:

I'm enclosing an Application for Transfer of Water Right. This was intended to be part of those water rights transferred under your approval letter of April 8, 2020. However, this water right was inadvertently left out by whoever submitted the other application.

Also, I'm enclosing a check payable to the Department for \$200.00. This transfer is part of the contract that Robinson entered into with G5 Land Company and when the transfer is approved, then Robinson will deed the water to G5 Land Company.

If there is something else I need to do, please let me know.

Sincerely,

PARSONS, SMITH, STONE, LOVELAND &  
SHIRLEY, LLP



William A. Parsons

WAP/nj