

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

84188

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED**MAY 08 2020**

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

Name of Applicant(s) Jake Russell Richards and Amber Lynne Richards

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☐ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☐ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the 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

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Jake Russell Richards and Amber Lynne Richards

Phone 208-244-2710

Mailing address 7110 Running Iron Lane, Pocatello, Idaho 83204

Email jakerussr@hotmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☒ No Representative

- ☒
- No Representative

Name of Representative Randall C. Budge, Attorney

Phone 208-232-6101

Mailing address P.O. Box 1391, Pocatello, Idaho 83204-1391

Email randy@racineolson.com

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

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

Randall C. Budgen
Signature of Applicant or Authorized Representative

Randall C. Budge

Print Name and Title if applicable

5/6/2020

Date _____

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date _____

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion
☐ Change nature of use
☐ Add diversion point(s)
☐ Change period of use
☒ Change place of use
☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. 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**.
Applicants are purchasing 0.04 CFS of water right no. 29-11732 pursuant to the Agreement for Purchase and Sale of Water Rights from the current owners James and Carol Guthrie, Attachment 3. Closing of the transaction is subject to IDWR approval of this Application to move the POU and P/D to Applicants' property

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 ☐ ☒	29-11732	0.04	Irrigation	4/01 to 10/31	Portneuf River/Snake River
☐ ☒				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.04 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.04 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 #
Yes			NW	SE	17	7S	35E	Bannock	Portneuf River/Snake River	

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	
7S	35E	17														1.75	0.25		2
Total Acres (for irrigation use)																			2

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:
Centrifugal pump and gas or electric motor.

- 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:
City of Inkom is installing municipal sewer treatment ponds resulting in acres being covered by ponds and roads no longer being irrigated. Attachment 7b is a GIS shape file delineating 2 acres of the place of use of water right 29-11732 to be dried up and transferred to the new place of use per this Application.

- 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:

Attachment 2A

IDAHO Department of Water Resources

[Home](#) / [Water Rights](#) / [Research](#) / [Search Water Rights](#)

WATER RIGHT REPORT

9/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-11732

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CAROL GUTHRIE
Current Owner	JAMES K GUTHRIE PO BOX 12 INKOM, ID 83245 (208)244-1879
Original Owner	PETE JOHN HANGES
Original Owner	RUTH W HANGES PO BOX 360 INKOM, ID 83245 2087753540

Priority Date: 06/19/1902

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.24 CFS	
STOCKWATER	01/01	12/31	0.07 CFS	
Total Diversion			2.31 CFS	

Location of Point(s) of Diversion:

PORTNEUF RIVER|SWNW |Sec. 27|Township 07S|Range 36E|BANNOCK County

PORTNEUF RIVER|NWNWSE|Sec. 27|Township 07S|Range 36E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	36E	27		SWNE	1									
				NENW	1.5		NWNW	2		SWNW	12.5		SENE	17
				NESW	31.5		NWSW	1.5		SESW	10			
				NWSE	11		SWSE	12						
		28		NENE	9		SENE	2						
		34		NWNE	1									

Place of Use Legal Description: STOCKWATER BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	36E	27		SWNE										
				NENW			NWNW			SWNW			SENE	
				NESW			NWSW			SESW				
				NWSE			SWSE							
		28		NENE			SENE							
		34		NWNE										

Total Acres: 112

Conditions of Approval:

1. X35 Rights 29-11732 and 29-12265 when combined shall not exceed a total diversion rate of 2.31 cfs and the irrigation of 112 acres.
2. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
3. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
4. Stockwater, 300 cattle, 30 horses
5. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
6. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number: 29D

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Combined Acres Limit: 112

Combined Volume Limit:

Combined Rate Limit: 2.31

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

84188

Jake and Amber Richards
Application for Transfer of Water Right No. 29-11732

ATTACHMENTS

No.	Description
2A	W.R. 29-11732
2B	Tax Notice evidencing ownership
3	Agreement for Purchase and Sale
4	Special Power of Attorney for Water Rights
7a	Map of proposed new POD/POU
7b	Map of Acreage dried up by Transfer

Attachment 2B

Make Checks Payable To:

Bannock Co Tax Collector
624 E Center St Room #203
Pocatello ID 83201

2019 Tax Bill / Receipt

Bill Number: 4570072
Code Area: 001-0000
Bank Code:

Parcel Number:
RPRPTGR000200

Land Value \$0
Improvement Value \$310,086
Total Market Value: \$310,086
HO Exemption: \$0
Other Exemption: \$0
Net Market Value: \$310,086

1st Half Due		2nd Half Due		Full Due	
Tax	\$2,961.51	Tax	\$2,961.51	Tax	\$5,923.02
Late		Late		Late	
Cost		Cost		Cost	
-Pmts		-Pmts		-Pmts	
Total	\$2,961.51	Total	\$2,961.51	Total	\$5,923.02

RICHARDS, AMBER L H/W
RICHARDS, JAKE R
7110 RUNNING IRON LN
POCATELLO, ID 83204

For questions contact the Treasurer's Office
Phone: 208-236-7220

S17-T7S-R35E LOT 2 4.66 AC BLOCK 1 TALLGRASS SUB

Taxing District	Levy Rate	Value
STATE		
COUNTY	0.004845317	\$1,502.48
CITY OF POC.	0.009949562	\$3,085.22
CITY OF POC NUR	0.000072935	\$22.62
POC SCH #25		
SCH #25 SUPP	0.002042726	\$633.42
SCH #25 PLANT	0.001284506	\$398.30
COUNTY RD&BRG	0.000525492	\$162.94
ABATEMENT DIST	0.000030244	\$9.38
AMBULANCE	0.000350390	\$108.66
District Total:	0.019101172	\$5,923.02
Amount Due:		\$5,923.02

★★★IMPORTANT★★★
PLEASE READ BOTH FRONT AND BACK

★★★ MONTHLY PAYMENTS ARE ACCEPTED ★★★

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

Office Located at 624 E. Center Room #203 Pocatello ID

*When paying in person, please bring entire bill. If mailing
payment, send applicable stub below.*

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

RICHARDS, AMBER L H/W



Tax Year: 2019
Bill #: 4570072

Occupancy Bill
RPRPTGR000200
001-0000

2ND HALF



Amount Due: \$2,961.51

Jennifer L Clark
Bannock Co Tax Collector
624 E Center St Room #203
Pocatello ID 83201

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE

June 20, 2020

Check#

Cash

84188

Date Paid:

Paid By:

RICHARDS, AMBER L H/W



Tax Year: 2019
Bill #: 4570072

Occupancy Bill
RPRPTGR000200
001-0000

1ST HALF

FULL



Amount Due: \$2,961.51

\$5,923.02

Jennifer L Clark
Bannock Co Tax Collector
624 E Center St Room #203
Pocatello ID 83201

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE

March 27, 2020

Date Paid:

Paid By:

Check#

Cash

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this 20th day of September, 2019 (the "Effective Date"), by and between **James Guthrie and Carol Guthrie**, husband and wife, whose address is P.O. Box 12, Inkom, Idaho 83245 (hereinafter collectively "Seller"), and **Jake Russell Richards and Amber Lynne Richards**, husband and wife, whose address is 7110 Running Iron Lane, Pocatello, Idaho 83204 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

A. Seller is the owner of Decreed Water Right No. 29-11732 consisting of 2.31 cfs of irrigation water in the Portneuf River for the irrigation of 112 acres with a priority date of June 19, 1902 (the "Water Right").

B. Seller desires to sell and Buyer desires to buy a portion of the Water Right, provided that the point of diversion and place of use can be transferred downstream to Buyer's property.

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

AGREEMENTS:

1. Water Right Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller on the terms and conditions herein specified, 0.06 cfs of the Water Right for the irrigation of 2 acres.

2. Purchase Price and Payment.

(a) Purchase Price. The purchase price for the Purchased Water Right is \$[REDACTED] per acre, a total of \$[REDACTED] (the "Purchase Price").

(b) Payment. Upon execution of this Agreement Buyer shall pay an earnest money deposit of \$[REDACTED] to be credited to the Purchase Price at closing. The Purchase Price shall be paid in cash at closing.

(c) Fees and Costs. The cost of recording the Deed and filing and processing the transfers necessary to change the point of diversion and place of use to Buyer's property shall be the responsibility of Buyer. All other expenses not specifically referenced in this Agreement

with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement. In the event Seller incurs the costs and legal fees associated with the water right transfer to Buyer and the transfer is approved, Buyer will reimburse Seller for the same at the time of closing.

3. Buyer's Contingencies. The closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Buyer:

(a) Buyer's determination to its reasonable satisfaction that there are no liens or encumbrances against the Water Right to be transferred by Seller.

(b) That the Water Right is suitable for Buyer's irrigation purposes.

(c) All necessary approvals to move the point of diversion and place of use of the Water Right to locations determined by Buyer.

4. Seller's Contingencies. The closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Seller: NONE.

5. Closing. Closing shall occur within thirty (30) days from the date the Idaho Department of Water Resources has entered an order approving the transfer application necessary to change the point of diversion and place of use to Buyer's property. On the date of closing all other conditions shall be deemed waived by Buyer. Prior to closing, Buyer may determine in their sole discretion that any other condition has not been met and elect to terminate this Agreement. At the time of closing:

(a) Seller shall execute and deliver to a water right deed and such other documents as may be required to transfer ownership of the Water Right to Buyer, together with such other closing statements and other documents as may be required to carry out the sale.

(b) Buyer shall pay the purchase price and execute such closing statements and other documents as may be required to carry out their purchase.

6. Closing Costs. All closing costs shall be shared equally between the parties, except that each party shall be responsible for paying their own attorney fees and other expenses incurred in connection with the sale.

7. Default. If, after all conditions of this Agreement are satisfied and Sellers are ready and able to perform, Buyer refuses to consummate the sale, Buyer agrees to forfeit the earnest money to Seller as liquidated damages in lieu of any actual damages that Seller may be able to prove. If Buyer is ready and able to perform and Seller refuses to close the transaction and deliver title, Buyer shall be entitled to specific performance in addition to all other remedies allowed by law.

(a)

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date of this Agreement as follows:

(a) Authority. Seller has the full legal right, power, and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right.

(b) Conveyance. Seller shall convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions.

(c) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

9. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date of this Agreement as follows:

(a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. On or before closing Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.

(c) Legal Representation. This Agreement is prepared by Seller's attorney. Buyer acknowledges that they are not relying upon Seller's attorney and must seek independent counsel for legal advice.

10. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the closing. All such representations and warranties shall survive the closing.

11. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(c) Broker. It is understood and agreed by and between the Parties that the transaction herein contemplated does not involve a broker for either Seller or Buyer. To the extent any broker commissions are owed as a result of this transaction by Buyer, Buyer agrees to be solely liable therefore, and Buyer agrees to indemnify Seller from any such commissions. To the extent any broker commissions are owed as a result of this transaction by Seller, Seller agrees to be solely liable therefore, and Seller agrees to indemnify Buyer from any such commissions.

(d) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(e) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(f) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(h) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(i) Essence of Time. Time is of the essence in this Agreement.

(Remainder of page intentionally left blank. Signatures on follow page.)

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

"SELLER"


JAMES GUTHRIE


CAROL GUTHRIE

"BUYER"


JAKE RUSSELL RICHARDS


AMBER LYNNE RICHARDS

Exhibit 1

IDAHO Department of Water Resources



[Home](#) / [Water Rights](#) / [Research](#) / [Search Water Rights](#)

WATER RIGHT REPORT

9/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-11732

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CAROL GUTHRIE
Current Owner	JAMES K GUTHRIE PO BOX 12 INKOM, ID 83245 (208)244-1879
Original Owner	PETE JOHN HANGES
Original Owner	RUTH W HANGES PO BOX 360 INKOM, ID 83245 2087753540

Priority Date: 06/19/1902

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.24 CFS	
STOCKWATER	01/01	12/31	0.07 CFS	
Total Diversion			2.31 CFS	

Location of Point(s) of Diversion:

PORTNEUF RIVER|SWNW |Sec. 27|Township 07S|Range 36E|BANNOCK County

PORTNEUF RIVER|NWNWSE|Sec. 27|Township 07S|Range 36E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	36E	27		SWNE	1									
				NENW	1.5		NWNW	2		SWNW	12.5		SEnw	17
				NESW	31.5		NWSW	1.5		SESW	10			
				NWSE	11		SWSE	12						
		28		NENE	9		SENE	2						
		34		NWNE	1									

Place of Use Legal Description: STOCKWATER BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	36E	27		SWNE										
				NENW			NWNW			SWNW			SEnw	
				NESW			NWSW			SESW				
				NWSE			SWSE							
		28		NENE			SENE							
		34		NWNE										

Total Acres: 112

Conditions of Approval:

1. X35 Rights 29-11732 and 29-12265 when combined shall not exceed a total diversion rate of 2.31 cfs and the irrigation of 112 acres.
2. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
3. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
4. Stockwater, 300 cattle, 30 horses
5. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
6. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number: 29D

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Combined Acres Limit: 112

Combined Volume Limit:

Combined Rate Limit: 2.31

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Exhibit 2—FORM OF DEED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS - 7

84188

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Jake and Amber Richards
7110 Running Iron Lane
Pocatello, Idaho 83204

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

James Guthrie and Carol Guthrie, husband and wife, whose address is P.O. Box 12, Inkom, Idaho 83245 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Jake Russell Richards and Amber Lynne Richards**, husband and wife, whose address is 7110 Running Iron Lane, Pocatello, Idaho 83204 (hereinafter "Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in and to 0.06 cfs of Idaho Water Right No. 29-11732 (the "Purchased Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

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

Grantor makes no other covenants or warranties as to the Purchased Water Right. No land is included in this conveyance.

IN WITNESS WHEREOF, the undersigned has caused his name to be hereunto subscribed.

DATED this 23rd day of September, 2019.


JAMES GUTHRIE


CAROL GUTHRIE

SPECIAL WARRANTY DEED FOR WATER RIGHTS - 1

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged before me on this 23rd day of September, 2019, by JAMES GUTHRIE and CAROL GUTHRIE.

(SEAL)



Kristen Blanscet
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 10/11/2024
3-11-25

SPECIAL WARRANTY DEED FOR WATER RIGHTS - 2

84188

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

The undersigned hereby appoints Randall C. Budge and the law firm of RACINE OLSON, PLLP, 201 E. Center Street, Post Office Box 1391, Pocatello, Idaho 83204 (the "Firm"), its true and lawful attorney for the purpose of dealing with the Idaho Department of Water Resources relative to the management and transaction of water rights, and to allow the Firm to receive all information, opinions, and records regarding water rights, and to sign and submit applications and other filings on its behalf.

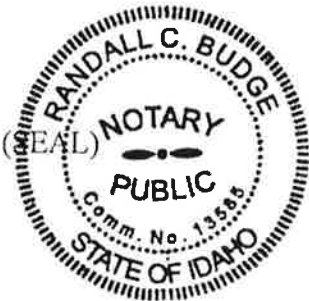
DATED this 5th day of MAY, 2020

STATE OF IDAHO)
 : ss.
COUNTY OF BANNOCK)

This record was acknowledged before me on this 5th day of May, 2020, by

Jake Richards

Amber Richards



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
My Commission Expires:

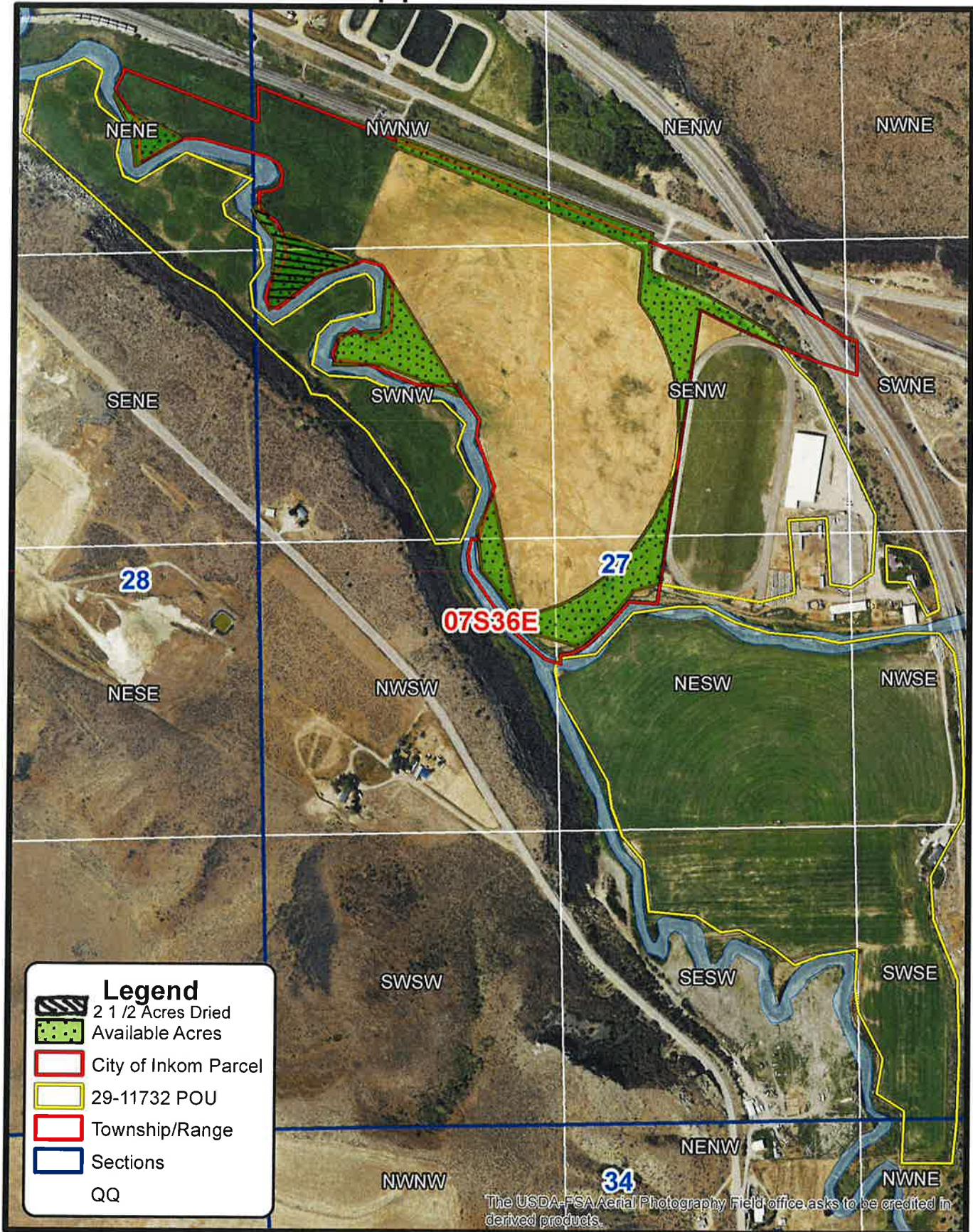


Legend

- New POU
- ⊙ New Point of Diversion
- PLSS QQs and Other Sectional Boundaries

Attachment 7b

Guthrie Application for Transfer





RACINE OLSON
ATTORNEYS

RECEIVED
MAY 08 2020
Department of Water Resources
Eastern Region

RANDALL C. BUDGE
randy@racineolson.com
Tessa Sparrow, Legal Assistant
tessa@racineolson.com

May 6, 2020

Idaho Department of Water Resources
Eastern Regional Office
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: Transfer Application

To whom it may concern:

Enclosed please find the original and three extra copies of an Application for Transfer, together with a check in the amount of \$200.00 for the filing fee. Please file the original and conform stamp and return the extra copies, one to me, one to Douglas and Shauna Guthrie and one to Jake and Amber Richards in the enclosed stamped and addressed return envelopes.

Thank you for your assistance. If you have any questions, please feel free to contact us.

Sincerely,

RANDALL C. BUDGE

RCB:ts
Enclosures



Brad Little
Governor

State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Gary Spackman
Director

July 1, 2020

JAKE RUSSELL RICHARDS
AMBER LYNNE RICHARDS
7110 RUNNING IRON LAKE
POCATELLO, ID 83204

RE: Transfer No. 84188
Water Right No(s). 29-11732

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATE JOURNAL on 7/9/2020 and 7/16/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Christina Henman
Administrative Assistant

CC:
RANDALL C BUDGE
PO BOX 1391
POCATELLO, ID 83204-1391

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 01, 2020 9:01 AM
To: STATE JOURNAL (legals@journalnet.com)
Subject: Legal Ad for Idaho State Journal
Attachments: 84188 Idaho State Journal.rtf

Hello,

Please see attached document regarding a legal advertisement for your paper.

Thank You,

Christina Henman
Administrative Assistant
Idaho Dept. of Water Resources, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 497-3793

July 1, 2020
Legal Notice Department
IDAHO STATE JOURNAL
PO BOX 431
POCATELLO ID 83204

Dear LEGAL NOTICE DEPARTMENT:

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before **7/27/2020**. Your cooperation is appreciated.

Christina Henman
Administrative Assistant
Idaho Department of Water Resources
900 N Skyline Dr Ste A
Idaho Falls ID 83402
208-525-7161
208-525-7177 – Fax

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 84188**

GARY SPACKMAN, Director

Published on 7/9/2020 and 7/16/2020

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 01, 2020 8:43 AM
To: 'halarm@gmail.com'
Subject: Application for Transfer No. 84188
Attachments: RecommendationForm Transfer16.docx

Watermaster:

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

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

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

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