

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 07 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

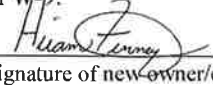
1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-14318	Yes ☐	Yes ☐	47-14225	Yes ☐	Yes ☐
47-7418	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-7726	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-17633 	Yes ☐	Yes ☐		Yes ☐	Yes ☐
(See Assignment)	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mary D. Ostrander and Terry G. White
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Shawpatin AgCap, LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------|---------------------|-------|-------|
| P.O. Box 446 | Twin Falls | ID | 83303 |
| Mailing address | City | State | ZIP |
| (208) 293-9110 | Shawpatin@gmail.com | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: March 12, 2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☐ Filing fee (see instructions for further explanation):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 47-7418

8. Signature:  Member _____
 Signature of new owner/claimant Title, if applicable Date _____
- Signature: _____ Title, if applicable Date _____
 Signature of new owner/claimant Title, if applicable Date _____

For IDWR Office Use Only:

Received by DM Date 3.20.2020 Receipt No. 2037835 Receipt Amt. \$100-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by DM Date 4/22/2020

**** Fees received prior to paperwork being filed**

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
10:12:17 AM 03-20-2020
2020005143
NO. PAGES 3 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CA
Electronically Recorded by Simplifile



Title One
a title & escrow co.

Order Number: 19339996

Warranty Deed

For Value Received,

Terry G. White, a married man, contracting as his sole and separate property, the Grantor, does hereby grant, bargain sell and convey unto, **Shawpatin AgCap, LLC, an Idaho limited liability company**, whose current address is **P.O. Box 446, Twin Falls, ID 83303**, the Grantee, the following described premises, in **Twin Falls County, Idaho**, To Wit:

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 21: Being All of the S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, more particularly described as follows:

Beginning at the Southeast corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21, said corner lies South 89°49'56" East 2603.49 feet from the Southwest corner of said Section 21 and being the REAL POINT OF BEGINNING;
Thence, along the East Boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, North 00°24'37" East 665.92 feet to the Northeast corner thereof;
Thence, along the North Boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, North 89°41'54" West 1294.11 feet to the Northwest corner thereof;
Thence, along the West Boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, South 01°03'47" West 669.03 feet to the Southwest corner thereof;
Thence, along the South Boundary of said S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, South 89°49'56" East 1301.74 feet to said REAL POINT OF BEGINNING.

EASEMENT NO. 1:
An Access Easement over the East thirty (30.00) feet of the N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

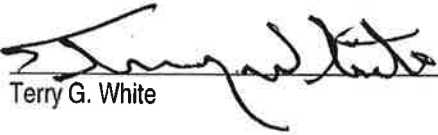
Section 28: Being All of the NE¼NW¼, more particularly described as follows:

Beginning at the North Quarter corner of said Section 28, said corner lies South 89°49'56" East 2603.49 feet from the Northwest corner of said Section 28 and being the REAL POINT OF BEGINNING;
Thence along the east boundary of said NE¼NW¼ of Section 28, South 01°25'37" West 1349.52 feet to the Southeast corner thereof;
Thence along the south boundary of said NE¼NW¼ of Section 28, North 89°47'31" West 1309.12 feet to the Southwest corner thereof;
Thence along the west boundary of said NE¼NW¼ of Section 28, North 01°44'28" East 1348.79 feet to the Northwest corner thereof;
Thence along the north boundary of said NE¼NW¼ of Section 28, South 89°49'56" East 1301.74 feet to said REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

Dated: March ¹²~~14~~, 2020


Terry G. White

State of Texas County of Runnels, ss.

On this 12th day of March in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry G. White, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Brenda Anderson

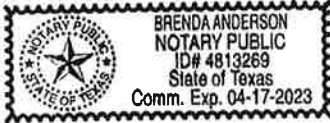
Notary Public

Residing In: 1020 N Main St. Winters, TX 79567

My Commission Expires:

(seal)

4-17-2023





211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Bill of Sale

Terry G. White (Seller), in consideration of the sum of _____ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to Seller by **Shawpatin AgCap, LLC, an Idaho limited liability company** (Buyer), does hereby transfer, deliver, grant, bargain, sell, and convey to Buyer the following:

Gated Pipe

PVC 31+- Sections 8"

Aluminum 30+- Sections 8" & 9"

Aluminum Elbows 2+- 8" & 9"

Red Squeeze Chute with 4+- Green Panels

All of the above is being sold in As-is, Where-is condition and the seller makes no guarantee, warranty or representation about its condition.

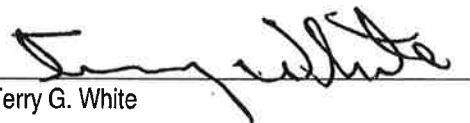
40 Shares of Twin Falls Canal Company Stock Certificate

Idaho Department of Water Resources Water Right No. 47-7418, 47-14225, 47-17633, 47-7726

All of the Sellers right to and in the Mud Creek Hydro Power Plant Identified by Idaho Power as Facility No. 3414111.

To have and to hold the above described property to the Buyer, its successors and assigns, forever. And the Seller does warrant and defend the sale of said property, goods, and chattels, hereby made unto the Buyer against all and any person whomsoever lawfully claiming or to claim the same. Further he Buyer is purchasing said items AS IS with no warranty, either expressed or implied, regarding he fitness for a particular purpose, merchantability or any other implied warranty.

In witness whereof, Seller has executed this Bill of Sale this 12th day of March, 2020


Terry G. White

State of Texas County of Runnels, ss.

On this 12th day of March in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry G. White, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Brenda Anderson

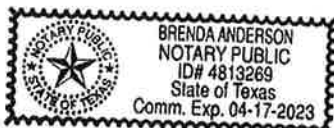
Notary Public

Residing In: 1020 N Main St Winters, TX 75677

My Commission Expires:

(seal)

4/17/2023



IRRIGATION AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of MARCH, 2020, by and between **MUD CREEK WATER USERS ASSOCIATION, INC.**, a Idaho Non-profit corporation, located in Twin Falls County, Idaho hereinafter referred to as "Association", and **MARY D. OSTRANDER (aka Mary White)** and **TERRY WHITE**, 9244 S. Riley Creek Ave., Kuna, Idaho, 83634 hereinafter collectively referred to as "Whites".

RECITALS:

- A. By Warranty Deed dated September 8, 1975 (Twin Falls County Instrument No. 771882), the Whites purchased from Robert F. Palmer and Dorothy Yvonne Palmer, husband and wife, the following real property, hereinafter referred to as the "White Farm":
- Southwest Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section 21, Township 9 South, Range 14, E., B.M., and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 28, Township 9 South, Range 14 E., B.M., Twin Falls County, Idaho, together with appurtenant water rights, including but not limited to "40 shares of stock in the Twin Falls Canal Company, 40 shares of the Mud Creek Water User Association of Buhl, and Water License for 0.8 second feet for 18 irrigated acres of Mud Creek water".
- B. The Association owns and operates a system of irrigation ditches and diversion works which divert water from Mud Creek, a live stream near Buhl, Idaho, and delivers it to farms owned and/or operated by its members during irrigation season extending from March 1st to November 15th each year ("Distribution System").
- C. Some of the irrigation water rights owned by the Association and its members are diverted from Mud Creek into a Distribution System canal at a point located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 28, Township 9 South, Range 14 E., B.M., Twin Falls County, in a total amount of approximately 7.32 cubic feet per second, which is then delivered from the canal to farms in Sections 21, 22 and 28 of said Township 9 South, Range 14, E., B.M., Twin Falls County, including the farm ground on the White Farm.
- D. The Distribution System canal referred to in the preceding recital traverses portions of the White Farm pursuant to an easement granted to the Association by Robert and Dorothy Palmer on January 19, 1970 ("Easement"), and Whites subsequently entered into an Agreement with the Association on April 9, 1985 pursuant to which they obtained some additional rights to utilize said canal, and its water flows for power generation and fish propagation subject to certain obligations imposed upon them in said Agreement ("1985 Agreement").
- E. Since acquiring White Farm on September 8, 1975, Whites have continuously irrigated 18 acres of the White Farm with water from the Association's Distribution System, as had the proceeding owners of that property, Robert and Dorothy Palmer, done for many years.

- F. The parties desire to herein provide the Association's acknowledgement of the continued right of the Whites to continue diverting 0.8 cubic feet per second from the Associations Distribution System for the purpose of irrigating 18 acres on the White Farm during each irrigation season, and desire to further herein provide for the ratification and acknowledgment by both parties hereto of the continued validity of the 1985 Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto as follows:

1. The Association agrees that the Whites, and succeeding owners of the White Farm shall be entitled to continue to use 0.8 second feet of the Mud Creek water diverted from the Associations Distribution System for the purpose of irrigating 18 acres on said farm during each irrigation season, extending from March 1st thru November 15th.
2. Whites and the Association hereby ratify, acknowledge and confirm the Easement granted to the Association by Robert F. Palmer and Dorothy Palmer, dated January 19, 1970, and recorded as Instrument No. 605360, records of Twin Falls County, Idaho, and further acknowledge and confirm the Agreement entered into on April 9th, 1985, and the obligations therein imposed upon each of them.

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

"ASSOCIATION"

MUD CREEK WATER USERS ASSOCIATION

By: 
Its: President

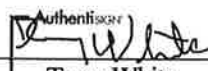
By: 
Its: Vice President

By: 
Its: Director

By: Not Present
Its: Director

By: 
Its: Secretary

"WHITES"

By:  02/28/2020
Mary D. Ostrander
2/28/2020 11:50 PM MST

By:  02/28/2020
Mary D. Ostrander
2/28/2020 11:50 PM MST

- F. The parties desire to herein provide the Association's acknowledgement of the continued right of the Whites to continue diverting 0.8 cubic feet per second from the Associations Distribution System for the purpose of irrigating 18 acres on the White Farm during each irrigation season, and desire to further herein provide for the ratification and acknowledgment by both parties hereto of the continued validity of the 1985 Agreement.

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

"ASSOCIATION"

MUD CREEK WATER USERS ASSOCIATION

By: _____

Its: President

By: _____

Its: Vice President

By: _____

Its: Director

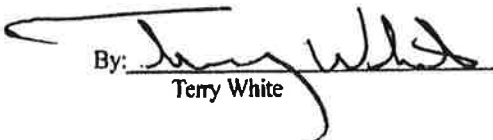
By: _____

Its: Director

By: _____

Its: Secretary

"WHITES"

By: 
Terry White

By: 
Mary D. Ostrander

- F. The parties desire to herein provide the Association's acknowledgement of the continued right of the Whites to continue diverting 0.8 cubic feet per second from the Associations Distribution System for the purpose of irrigating 18 acres on the White Farm during each irrigation season, and desire to further herein provide for the ratification and acknowledgment by both parties hereto of the continued validity of the 1985 Agreement.

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

"ASSOCIATION"

MUD CREEK WATER USERS ASSOCIATION

By: _____

Its: President

By: _____

Its: Vice President

By: _____

Its: Director

By: _____

Its: Director

By: _____

Its: Secretary

"WHITES"

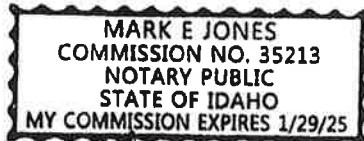
By: _____
Terry White

By: 
Mary D. Ostrander

STATE OF Idaho)
County of Twin Falls)
ss.

On this 8 day of March, 2020, before me, a Notary Public for said County and Stated, personally appeared Michael Toledo, known or identified to me, to be the **President of Mud Creek Water Users Association**, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

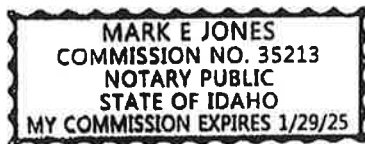


NOTARY PUBLIC FOR Idaho
Residing at Twin Falls

STATE OF Idaho)
County of Twin Falls)
ss.

On this 8 day of March, 2020, before me, a Notary Public for said County and Stated, personally appeared Kyle Gateman, known or identified to me, to be the **Vice President of Mud Creek Water Users Association**, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

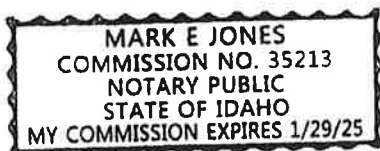


NOTARY PUBLIC FOR Idaho
Residing at Twin Falls

STATE OF Idaho)
County of Twin Falls)
ss.

On this 8 day of March, 2020, before me, a Notary Public for said County and Stated, personally appeared Blair Canbe, known or identified to me, to be a **Director of Mud Creek Water Users Association**, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

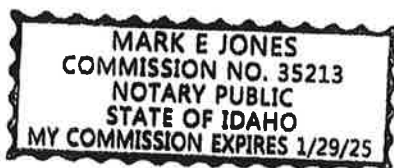


NOTARY PUBLIC FOR Idaho
Residing at Twin Falls

STATE OF Idaho)
County of Twin Falls)
SS.

On this 8 day of March, 2020, before me, a Notary Public for said County and Stated, personally appeared Shawn Sharp, known or identified to me, to be a **Director** of **Mud Creek Water Users Association**, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR Idaho
Residing at TWIN FALLS

STATE OF _____)
County of _____)
SS.

On this _____ day of March, 2020, before me, a Notary Public for said County and Stated, personally appeared _____, known or identified to me, to be the **Secretary** of **Mud Creek Water Users Association**, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR _____
Residing at _____

STATE OF IDAHO)
SS.
County of _____)

On this _____ day of March, 2020, before me, a Notary Public for said County and State, personally appeared **Terry White**, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

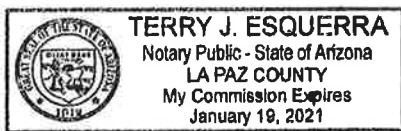
See Next Page

NOTARY PUBLIC FOR IDAHO
Residing at _____

STATE OF ~~IDAHO~~ ^{Arizona})
SS.
County of La Paz)

On this 10 day of March, 2020, before me, a Notary Public for said County and State, personally appeared **Mary D. Ostrander**, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jung Esquerra

NOTARY PUBLIC FOR ~~IDAHO~~ ^{Arizona}
Residing at Parker Arizona

State of Texas, County of Runnels, ss.

On this 12th day of March in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry White known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

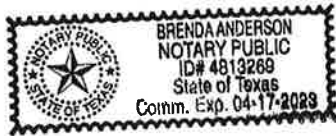
Brenda Anderson

Notary Public

Residing In: 10200 Main Winters, TX.

My Commission Expires: 4/17/2023

(seal)



QUITCLAIM DEED

FOR VALUE RECEIVED, MARY D. WHITE, Grantor, does hereby convey, release, remise and forever quitclaim unto TERRY G. WHITE, whose address is Terry G. White c/o Vanite Industries, PO Box 663, Buhl, Idaho 83316, the following described premises, to-wit:

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), Section 21, Township 9 South, Range 14, E., B.M., and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section 28, Township 9 South, Range 14 E., B.M., Twin Falls County, Idaho.

Together with water, water rights, ditch and canal rights thereunto belonging or in anywise appertaining including but not limited thereto, 40 shares of stock in the Twin Falls Canal Company, 40 shares of the Mud Creek Water Users Association of Buhl, and Water License for 0.8 second feet for 18 irrigated acres of Mud Creek Water.

Subject to Mary White's interest in the Agreement dated March 20, 1985, a copy of which is attached hereto and by this reference incorporated herein.

Together with the appurtenances. This property is located in Twin Falls County, Idaho, also known as 1150 East 43 24 North, Buhl, Idaho.

SALT LAKE COUNTY, UTAH
 FILED FOR: *Depoarth*
 1996 OCT 25 P 4: 32
 19960183511
 R. T. FORT
 CLERK OF COURT
 DEPUTY: *LF*
 FEE: *3300*

QUITCLAIM DEED - P.1

SWW/mb H:\SJM\QUITCLAI\WHITET.OCD 9/20/96

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to said property, now owned or hereafter acquired.

Dated this 26th day of September, 1996.

Mary D. White
MARY D. WHITE

STATE OF IDAHO)
): ss.
County of Twin Falls)

On this 26th day of September, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared MARY D. WHITE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Lisa L. Burkhardt
NOTARY PUBLIC for Idaho
Residing at Buhl, Idaho
My Commission Expires: 8/26/2002

AGREEMENT

This Agreement is made and entered into on this 20 day of March, 1985, by and between TERRY WHITE and MARY WHITE, husband and wife, hereinafter referred to as "Terry" and MUD CREEK HYDRO CORP., hereinafter referred to as "Hydro";

WITNESSETH:

WHEREAS, Terry owns, has the right to possession of, or intends to obtain the right to the possession of certain real property either by easement or by lease, all which real property is located in Twin Falls County, State of Idaho more particularly described on Exhibit "A", attached hereto, and by this reference made a part hereof (the "premises"); and

WHEREAS, Terry owns, has the right of use of, or intends to obtain the right of use to certain water rights for electrical generation (the "water rights") more particularly described on Exhibit "B" attached hereto; and by this reference made a part hereof; and

WHEREAS, the parties intend to enter into a power sales contract (the "power contract") with Idaho Power Company for the purchase and the sale of power generated from the premises, a copy of which contract shall be attached hereto as Exhibit "D" at such time as the same is consummated; and

WHEREAS, the parties hereto wish to enter into an agreement whereby Terry will transfer or assign their right to possession and use of the premises unto Hydro and will

likewise grant unto Hydro the right to the use of the water rights, and F.E.R.C. exemption for purposes of constructing, operating and maintaining a hydro-electric project on the premises and to be known as the Mud Creek Project (the "project");

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Agreement to Transfer and Assign Premises and Make Available Existing Permits. Terry hereby agrees, to transfer and assign unto Hydro the right of use and a lease for possession of the premises for the purpose of constructing, operating and maintaining thereon a hydro-electric project. Terry further agrees to transfer and assign unto Hydro the water rights and F.E.R.C. exemption in accordance with and subject to the terms of this agreement. As part of its obligations, Terry agrees to obtain and transfer to Hydro any other necessary permits from Federal, State, County or other governmental authorities for construction of the said project, as well as all necessary easements.

2. Term of Agreement. The term of this agreement shall be measured in two phases. Phase one of the term of the term of this agreement shall continue from date of signing to the 10th anniversary of the production of power from the plant. Phase two of this agreement shall be for a period of ten years following the expiration of phase one of the term of this agreement.

3. Construction of the Project. Hydro shall have the right to go upon the premises for purposes of constructing the project. Hydro shall be solely responsible to construct, install or complete on the premises, a power generating facility with an estimated installed capacity of 132 kilowatts. The facility will be constructed with utility grade equipment and conduits and structures shall be capable of handling 60 c.f.s. water flow. All costs associated with the construction of the project shall be paid by Hydro. Said costs shall specifically include, but not necessarily be limited to, the actual costs of construction of the physical facilities, engineering costs, financing costs, application fees as may be required by Idaho Power Company, interconnect costs and other charges as may be required by Idaho Power Company, royalty costs as may be required to be paid unto Terry, costs of surveys and costs of blue prints. It is intended by the terms of this agreement that Hydro shall bear the full cost of direct and incidental expense associated with the construction of the project. The sole responsibility of Terry in connection with the project will be as follows:

(A) To obtain and make available unto Hydro by lease, the right to the use and possession of the premises upon which the project is to be constructed;

(B) To obtain and transfer unto Hydro the water rights described on Exhibit "B";

(C) To transfer or assign unto Hydro the F.E.R.C.

exemption;

(D) To furnish unto Hydro all hydrology and other technical data now on hand in order to procure equipment for construction of the project;

(E) To furnish existing engineering data now on hand and prepared in anticipation of construction of the project.

(F) To participate in negotiating and obtaining the power contract with Idaho Power Company, which power contract shall either include the name of Hydro, or shall be transferred by Terry unto Hydro.

4. Control and Ownership of Project. Except as may be hereafter provided, during phase one and two of the term of this agreement Hydro shall have complete control over the construction, operation and maintenance of the project and Terry grants to Hydro all rights and privileges necessary, or desirable, in the construction, operation and maintenance of the project, including without limitation, rights of ingress and egress and such reasonable easements, privileges, water lines, electrical transmission lines or other utility easements as may be necessary or desirable in the construction, operation and maintenance of the project. It is agreed that while the cost of and responsibility for maintenance of the project through phase two of the term of this agreement is the duty of Hydro that the parties will mutually agree upon such a person as may be designated by Hydro to perform the actual day-to-day maintenance of the project.

At the end of phase two of the term of this agreement, Hydro shall transfer unto Terry without cost to Terry by good and sufficient Bills of Sale, Quitclaim Deeds or Assignment, or other appropriate documents, (may include remaining corporate stock of corporate entity to be created by Hydro) all of its remaining right, title and interest in and to the premises, water rights, power contract, F.E.R.C. exemption, and any and all improvements or personal property situated upon the premises, if any, and from that date forward Terry shall be entitled to full ownership of the project as well as the right to receive all revenues generated from the operation of the project.

The sole purpose of Mud Creek Hydro, Inc., will be to own and operate the project for a 20 year period; any corporate actions beyond this purpose shall be deemed unauthorized and a violation of this agreement.

5. Compensation and Rental. As compensation for the conveyance by Terry unto Hydro of all interests in the premises, the water rights, the F.E.R.C. exemption, and the power contract, Hydro agrees to pay unto Terry the sum of Twenty Thousand DOLLARS (\$20,000.00) \$10,000 at signing and \$10,000 ninety (90) days after first power. Hydro shall make immediate payment unto Idaho Power Company for their interconnect costs and charges.

In the event Hydro fails to commence construction of the project prior to April 15, 1985, and provided Terry has complied with all of its obligations as set forth herein and

a Power Sales Agreement has been executed between Mud Creek Creek and IPCo., it is agreed that all sums then held in escrow shall be released unto Terry, and Terry shall at that same time be entitled to reimbursement from Idaho Power Company of those sums paid to Idaho Power Company by Hydro as interconnect costs or charges.

Assuming Hydro commences construction prior to April 15, 1985, and a Power Sales Agreement is executed the remaining sums then held in escrow may be released unto Terry.

During Phase one of the term of this Agreement, Hydro shall pay unto Terry a royalty equal to ten percent (10%) of the annual gross income received by Hydro from the operation of the project. Said distribution shall be made within a period of 45 days following the IPCo. payment. During Phase two of the term of this Agreement, the royalty shall increase to a sum equal to fifty percent (50%) of the annual net income received by Hydro from the operation of the project, with said compensation to again be paid on a monthly basis and distribution to be made within a period of 15 days following the end of each month. It is agreed that for the purposes of determining net profit construction debt will be amortized for a 20 year period. There shall further be a limit on operation and maintenance for the facility to those expenses which are reasonable and prudent for the operation of the facility.

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20057

6. Tax Benefits. For purposes of Federal taxation,

Hydro is hereby declared to be the owner of the project and shall receive all Federal tax benefits (I.T.C., E.T.A. and A.C.R.S., depreciation, etc.) available under the tax regulations relating to power projects of this kind. All Idaho State tax benefits, credits and deductions to the extent allowed by law and available unto Hydro or its investors shall likewise inure to the benefit of Hydro. Any such State tax benefits, credits or deductions not available to Hydro shall inure to the benefit of Terry.

7. Hydro will use RK Construction or its appropriate subsidiary company as the General Contractor and Project Engineer. In its construction agreement with the General Contractor, Hydro will require liability insurance in amounts as necessary to protect both Terry and Hydro from any accident, damage or other nominally covered risk. Hydro will require in its Agreement with the General Contractor to require proper insurance from any and all subcontractors it may use in the construction of the project. Hydro agrees to provide all insurance for the operation of the plant according to the requirements of its lender which may include low flow insurance, business interruption insurance, liability insurance, and Earthquake and Flood insurance and include Terry as a named insured.

8. Defaults. In the event either party hereto is in default under this agreement, and such default is not cured within 30 days after written notice of the default is delivered to the defaulting party, the nondefaulting party

shall have the right to bring one or more of the following actions:

- (A) An action for specific performance under this agreement;
- (B) An action for damages incurred as a result of the default;
- (C) Any other rights and remedies provided by law.

In the event of default, the defaulting party shall pay all costs and fees incurred by the nondefaulting party in pursuing any remedies available under this agreement or at law, including reasonable attorney fees and court costs.

9. Delivery of Water. It is understood and agreed that Terry does by the terms of this agreement agree that he will take all reasonable steps to insure the continued flow of water to the project considering the prior use of that water for irrigation purposes.

10. Additional Instruments. In the event it is necessary or desirable to prepare and execute additional instruments or documents to effectuate the terms of this agreement, the parties hereto agree to cooperate fully in the preparation and execution of the same.

11. Imminent Domain. In the event the leased premises shall be appropriated or taken under the power of imminent domain by any public or quasi-public authority, this agreement shall terminate and expire after the date of such taking and both Hydro and Terry shall thereupon be released

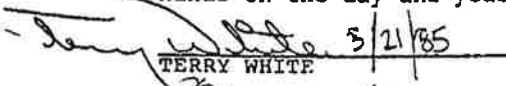
from any liability thereafter accruing hereunder. Any and all compensation payable as a result of condemnation shall be divided according to the same percentages by which gross revenues are being divided.

12. Right of First Refusal. Terry may at any time transfer or sell any interest in this project to a third party. However, Hydro must be given a right to first refusal to purchase on the same terms and conditions as third party offer. Said right of first refusal must be given in writing and Hydro must respond within thirty days of receipt of notice. Right of first refusal to all transfers shall not be waived as to future transfers in the event Hydro elects not to exercise a particular transaction.

13. Power of Attorney. One person shall be designated as attorney in fact for Terry to act on behalf of Terry in ordinary matters pertaining to operations and maintenance of this project and the signing of documents pertaining thereto.

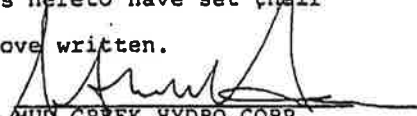
14. Binding Agreement. This agreement shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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


TERRY WHITE


MARY WHITE

"Terry"


MUD CREEK HYDRO CORP.

"Hydro"



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

Brad Little
Governor

Gary Spackman
Director

April 22, 2020

SHAWPATIN AGCAP LLC
PO BOX 446
TWIN FALLS ID 83303-0446

Re: Change in Ownership for Water Right No(s): 47-7418, 47-7726, 47-14225, 47-14318
Assignment of Permit No(s): 47-17633

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has also received notice that you are the new owner of the Permit No. 47-17633. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley (File #19339996)