

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 83920

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
FEB 20 2020
Department of Water Resources

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) Rocky Mountain Water Exchange, LLC

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 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**

RECEIVED
FEB 20 2020
Department of Water Resources
Eastern Region

Name of Applicant(s) Rocky Mountain Water Exchange, LLC Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 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 Rocky Mountain Environmental Associates, Inc. Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email kristin.rmea@gmail.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.

[Signature]
Signature of Applicant or Authorized Representative

W. Roger Warner, Partner
Print Name and Title if applicable

2/17/20
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use

☐ Add diversion point(s)
☐ Change period of use

☒ Change place 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**.
This application proposes to transfer 10 acres of a primary ground water right to the Iona Cemetery. See Part 1A.3 for additional information.

Narrative in Support of Application for Transfer

Rocky Mountain Water Exchange LLC for Iona Cemetery District

Rocky Mountain Water Exchange LLC (RMWE) is contracted to acquire 10 acres of water rights for the Iona Cemetery District. Likewise, RMWE is also contracted to sell water right 35-2604 for Wayne Jensen. It is proposed to transfer 10 acres of water right 35-2604 to the Iona Cemetery for the irrigation of lawn.

Water Right 35-2604

Water right 35-2604 is a primary ground water right decreed for the diversion of 2.7 cfs for the irrigation of 200 acres. The property was actively irrigated from the authorized point of diversion since it was originally developed in 1960. The Water Management Information System verifies that the well was used until 2016. No diversions have occurred since 2016. The point of diversion measurement and reporting is referenced as WMIS #200051. Since irrigation under 35-2604 last occurred in 2016, there are no forfeiture concerns.

The place of use boundary represented on IDWR's geospatial database does not correlate to the decreed place of use. Review of 2015 aerial photography, the most recent photography available when ground water was last diverted, shows that the actual irrigated acres does not correlate exactly to the decreed place of use either. The distribution of irrigated acres across the quarter-quarters is not consistent. Figure 1 illustrates the IDWR shapefile and the actual irrigated acres at the place of use. Table 1 displays the water right place of use and actual irrigated acres per quarter-quarter.

Table 1. Acres per quarter-quarter

TRS	QQ	WR POU	ACTUAL IRRIGATED
2N37E5	NENW	27	33
	NWNW	30	37
	SWNW	39	33
	SEnw	35	31
2N37E6	NENE	30	36
	SENE	39	30
Total Acres		200	200

It's been confirmed through a review of historical aerial photography that the same 200 acres have always been irrigated at the place of use through the ground water irrigation system. Although the decreed place of use and the IDWR shapefile do not correlate to the actual irrigated acres, it appears that there has been no significant change in irrigated acres since the beginning of the Snake River Basin Adjudication.

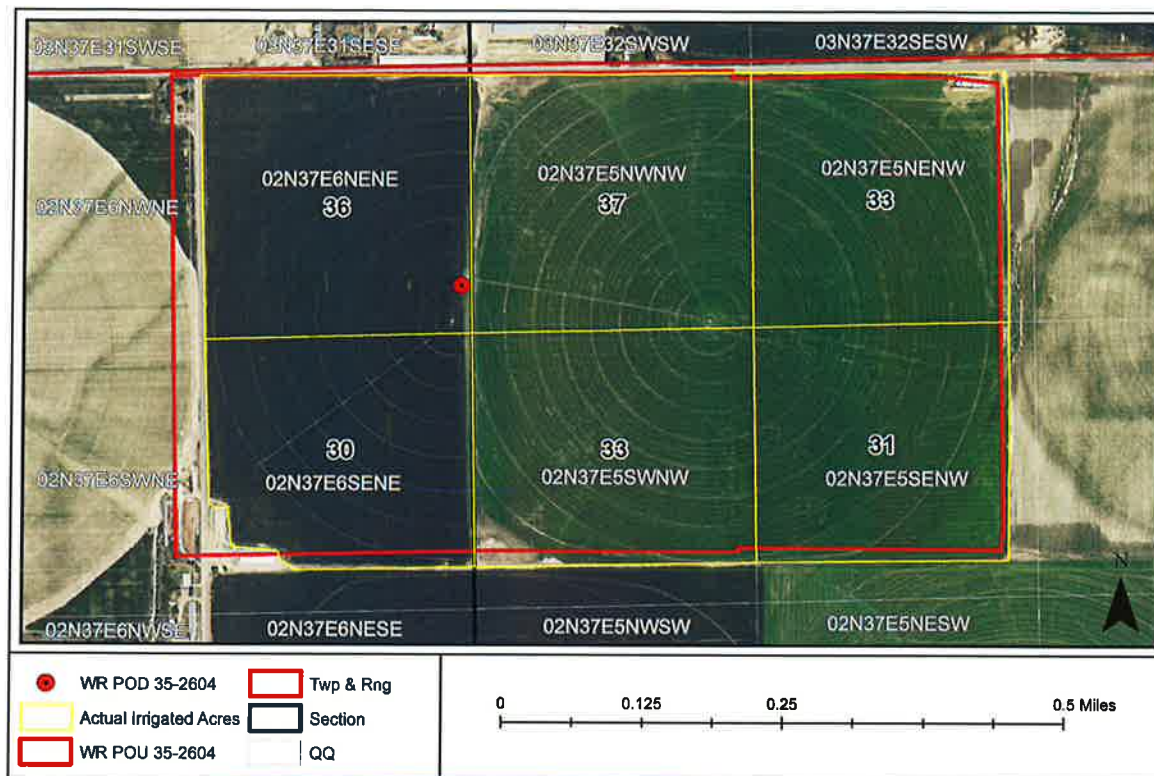


Figure 1. Acres at the Place of Use illustrated on 2015 NAIP.

The acres proposed to be retired will be removed from the eastern side of the place of use, 5 acres from the NENW and 5 acres from the SENW of Section 5, as shown on Attachment #7b.

New Sweden Irrigation District

In October of 2016, the place of use of 35-2604 was annexed into the New Sweden Irrigation District. A letter on February 2, 2017 from New Sweden to IDWR clearly states that the place of use is now included in the irrigation district service area. Beginning in 2017, the place of use began to be irrigated through surface water only. No ground water under water right 35-2604 has been diverted and used in combination with surface water.

Water Supply Bank

There is no current Water Supply Bank lease agreement for 35-2604. However, the water right holder submitted an application to lease the entire water right to the Water Supply Bank for 2020. Upon approval of this transfer, ownership of 10 acres of 35-2604 will be conveyed to Iona Cemetery District. Iona Cemetery District will withdraw their portion from the WSB, assuming it is accepted into the WSB and it is not rented. If 35-2604 is fully rented from the WSB before this is accomplished, Iona Cemetery District will rent enough water to satisfy their irrigation demand in 2020.

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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part <input type="checkbox"/> <input checked="" type="checkbox"/>	35-2604	0.135 cfs	Irrigation	4/01 to 10/31	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	
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<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 0.135 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.135 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 #
N			NE	NW	24	2N	38E	BONNEVILLE	GROUND WATER	

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	
2N	38E	24					10												10
Total Acres (for irrigation use)																			10

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:

An existing well will deliver water to an existing sprinkler irrigation system. A measuring device is not yet installed, but the cemetery district is currently pursuing obtaining one.

- b. Who owns the property at the point(s) of diversion? Iona Cemetery District

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Attachment #3 includes a contract enabling applicant to file on behalf of Iona Cemetery District.

- 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. **Not yet leased to the WSB, but an application was submitted. See Part 1A.3 for information.**

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land currently under the transferred portion of the water right was converted from a ground water system to a surface water system in 2017. No ground water rights will be diverted for irrigation at the existing POU. However, the existing POU will continue to be irrigated by surface water.

- 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:
The existing place of use is now irrigated with water rights from New Sweden Irrigation District (since 2017). No other water rights at the existing or proposed POD. Proposed POU is within service area of Progressive Irrigation District, but is excluded and receives no water.

- 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:



WATER RIGHT REPORT

2/13/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-2604

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WAYNE A JENSEN 2777 N 26 W IDAHO FALLS, ID 83402 2085214001
Original Owner	C W BURKE RT 5 IDAHO FALLS, ID 83401

Priority Date: 07/11/1960

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	2.7 CFS	800 AFA
Total Diversion			2.7 CFS	800 AFA

Location of Point(s) of Diversion:

GROUND WATER | SENENE | Sec. 06 | Township 02N | Range 37E | BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02N	37E	5	3	NENW	27	4	NWNW	30		SWNW	39		SENE	35
		6		NENE	30		SENE	39						

Total Acres: 200

Conditions of Approval:

1. 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.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 01/31/2002

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

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:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

A. DESCRIPTION OF RIGHT(S) AS RECORDED

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- Right Number: 35-2604

- [illegible]

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 12 day of February 2020 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with Michael James Johnston as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **Iona Cemetery District, c/o Craig Rockwood**, a public entity, whose address is P.O. Box 370 Iona, Idaho 83427, (hereinafter "Buyer");

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller currently has the legal right and option to sell **Water Right No. 35-2604** (the "Water Right") which was decreed on **January 31, 2002** in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of **July 11, 1960**. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy, a **10-acre** portion of the Water Right. Buyer has agreed to purchase the **10-acre** portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Right:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 1 OF 16

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Source:	GROUND WATER
Purpose:	IRRIGATION
Priority:	JULY 11, 1960
Quantity (Diversion Rate):	0.135 cfs of the total authorized <u>2.7</u> cfs
Quantity (Volume):	40 acre-feet per annum
Place of Use (Acreage):	10 acres of the 200 authorized acres identified on Exhibit 2 .

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

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location(s). The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
 - (a) [IF APPLICABLE] Unstacking of Water Rights. While the elements of the Water Right and New Sweden Irrigation District are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from New Sweden Irrigation District or other surface water rights.
 - (b) [IF APPLICABLE] Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 2 OF 16

Agreement shall be null and void and of no further effect, and Seller shall return the Earnest Money to Buyer.

- (c) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 10 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.
- (d) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.
- (e) Option Agreement. If Seller is unable to obtain title to the Water Right through the exercise of Seller's option to purchase the Water Right because of a breach by the other party to the Option Agreement, Seller may elect to terminate this Agreement within 180 days of the breach. In such event, Closing on this Agreement shall be stayed for said 180 days pending resolution of the dispute over the Option Agreement or termination by Seller.

7. Closing.

- (a) Closing Date. If (1) the Water Right is unstacked as provided in paragraph 6(a); and (2) no protest to the Transfer is filed with IDWR; or (3) IDWR issues a transfer approval acceptable to Buyer without the conditions of paragraph 6(c) present, then Closing on the Purchased Water Right shall occur within 30 days after the date all the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR, or there is a dispute over the Option Agreement, and Buyer does not elect to terminate the Agreement as set forth in paragraph 6(d) of this Agreement, the Closing shall occur within 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, 1655 Elk Creek Drive Suite 100, Idaho Falls, Idaho 83404, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price less the Earnest Money.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.

- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.
9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing 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 shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
- (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
- (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.
- (e) 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.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 4 OF 16

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10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, 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. 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 Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.
11. 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.
12. Broker.
- (a) **There is a buyer's premium of [REDACTED]** (See attached Exhibit 4, Compensation Agreement with Buyer).
 - (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

- (c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election.** (Make one election only.)

_____/_____
Initials

Limited Dual Agency and / or
Assigned Agency

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

OR

_____/_____
Initials

Single Agency

Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

13. 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 because 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.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 6 OF 16

- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange, LLC	Iona Cemetery Board
482 Constitution Way Ste. 303	P.O. Box 370
Idaho Falls, ID 83402	Iona, ID 83427
Email: rog.rmea@gmail.com	Email: rockwoodcraig@gmail.com
 <u>Seller's Representative</u>	 <u>Buyer's Representative</u>
Reed Nord	Craig Rockwood
3525 Merlin Dr.	P.O. Box 370
Idaho Falls, ID 83404	Iona, ID 83427
Email: rgnord@ida.net	Email: rockwoodcraig@gmail.com

- (c) 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.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) 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.
- (f) 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.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 7 OF 16

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- (g) 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.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) 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.
- (j) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

ROCKY MOUNTAIN WATER EXCHANGE, LLC



By: W Roger Warner

Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO



Michael James Johnston

By: Reed D. Nord, Agent for Broker

"BUYER"



By: Craig Rockwood

Its: Board Member, Iona Cemetery District



By: William Chadwick Stanger

Its: Board Member, Iona Cemetery District

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / **DATE:** **PAGE 9 OF 16**

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Exhibit 1
The "Water Right"

WATER RIGHT REPORT

11/14/2019
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 35-2604

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WAYNE A JENSEN 2777 N 26 W IDAHO FALLS, ID 83402 2085214001
Original Owner	C W BURKE RT 5 IDAHO FALLS, ID 83401

Priority Date: 07/11/1960
Basis: Decreed
Status: Active

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

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01 10/31	2.7 CFS	800 AFA
Total Diversion		2.7 CFS	800 AFA

Location of Point(s) of Diversion:

GROUND WATER SENENE Sec. 06 Township 02N Range 37E BONNEVILLE County
Place(s) of use:
Place of Use Legal Description: IRRIGATION BONNEVILLE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02N	37E	5	3	NENW 27	4	NWNW 30			SWNW 39			SENE 39		
		6		NENE 30		SENE 39								

Total Acres: 200
Conditions of Approval:

1. 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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

/

DATE:

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A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE.
SECTION 42-1412(6), IDAHO CODE.

2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 01/31/2002

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

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:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

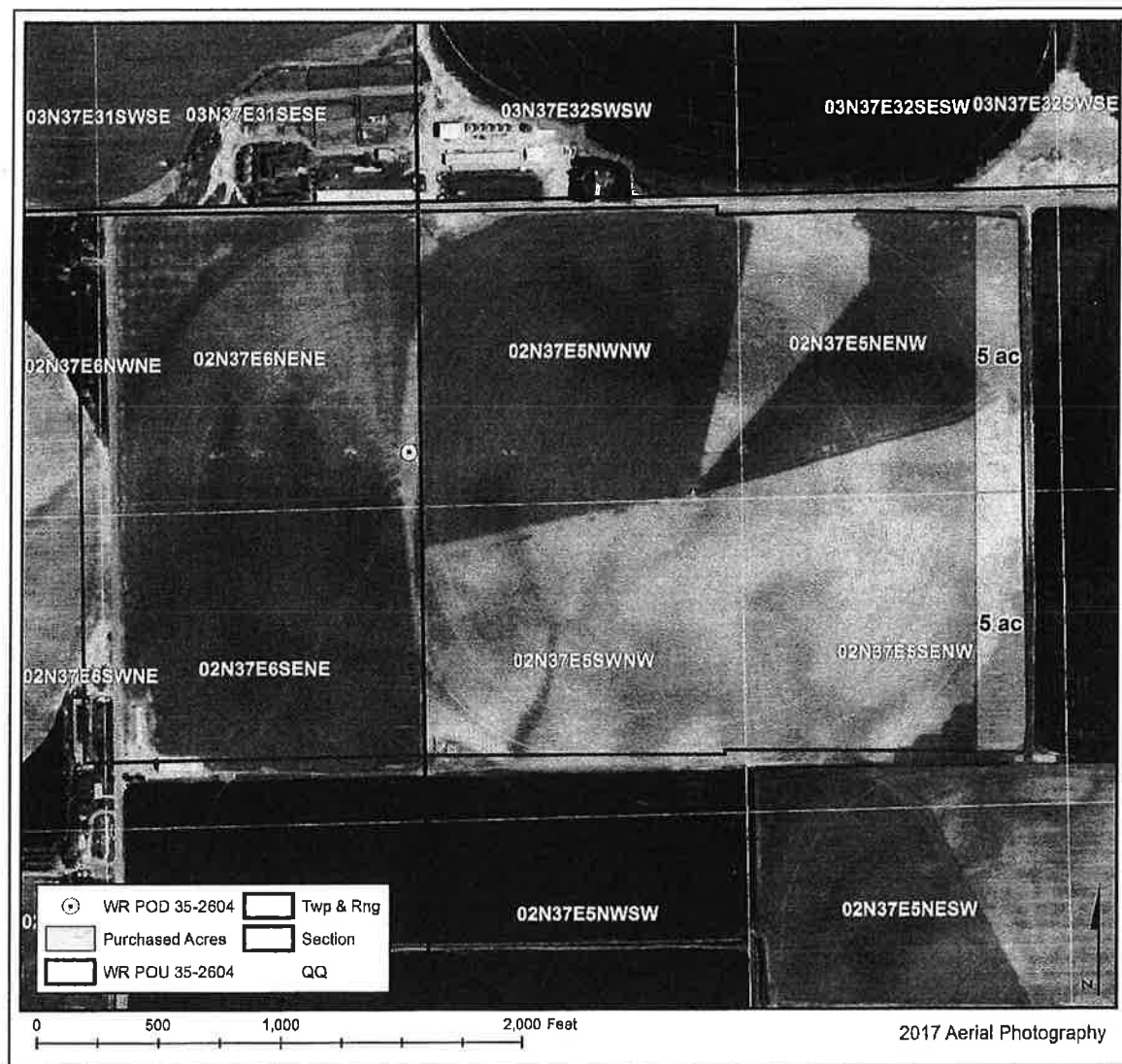
/

DATE:

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Exhibit 2
Map of 10 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / DATE: PAGE 12 OF 16

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Exhibit 3
Form of the Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Iona Cemetery Board**, whose address is P.O. Box 370, Iona, Idaho 83427 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

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

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 20_____.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / DATE: PAGE 13 OF 16

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"GRANTOR"

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2020, by _____.

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2020, by _____.

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

/

DATE:

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EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / **DATE:** **PAGE 15 OF 16**

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Exhibit 4
RE-15 Compensation Agreement with Buyer
RE-41 Agency Representation & Responsible Broker Disclosure

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT ("Option Agreement") is made and entered to be effective as of the 13 day of October [MONTH], 2018 (the "Effective Date"), by and between the following entities:

1. Wayne A Jensen [NAME OF SELLER], _____
whose address is 2777 North 26th West, hereinafter "Seller";
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Buyer"); and
3. Acting on behalf of Buyer, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Michael James Johnston** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 35-2604 (the "Water Right"), which was decreed on 7-11-1960 [DECREE DATE] in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of 7-11-1960 [PRIORITY DATE]. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Buyer has inspected government records and reviewed other information pertaining to the Water Right. Seller desires to grant, and Buyer desires to obtain, an option to purchase the Water Right as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Option Granted. Seller hereby grants and sells to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, the Water Right at any time on or before 12-14-2020, (the "Option Period") if Buyer is not then in default of any provision of this Agreement.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WJ / RMW DATE: NOV 4, 2019 PAGE 1 OF 11

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2. Payment for Option. Upon execution of the Option Agreement, Buyer shall pay to Seller a fee in the amount of \$ -0- as payment for the Option. This payment is nonrefundable, except in the case of Seller's default.
3. Transfer Application. During the Option Period, Buyer, in its sole discretion may elect to file with IDWR one or more applications for transfer ("Transfer" or "Transfer Application") for the Water Right. Seller hereby consents to such transfers. Buyer shall bear all costs associated with each Transfer and shall have the ability to file a Transfer as to any of the Water Rights. The Transfer applications may entail a change in any element or condition of the Water Rights or may entail use of the Water Rights for mitigation or some other similar purpose. Buyer shall be entitled to any mitigation credits resulting from the Transfer.
4. Cooperation with Transfer Efforts. Seller shall cooperate fully with Buyer throughout with each Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing approval of the Transfer, including signing and notarizing Transfer Applications, authorizations, and other documents consistent with Buyer's rights under this Option Agreement, or ceasing irrigation of portions of the Water Right place of use if necessary. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer. In the event that it is necessary to dry up acres in order to obtain transfer approval, Buyer will inform Seller of the need to dry up acres and shall identify which acres need to be dried up. Buyer shall not have the ability to require acres to be dried up if notice to dry up acres is provided to Seller after Seller has planted crops for the upcoming growing season, unless Buyer and Seller agree otherwise. Additionally, to the extent crop reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Water Right place of use.
5. Withdrawal of Transfer Application. At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer Application or file a new or revised Transfer Application.
6. Use and Protection of Water Rights. Prior to their conveyance to Buyer at Closing if the Option is exercised, Seller is authorized to continue to use any portion of the place of use of the Water Right that is not the subject of a Transfer. Seller shall keep Buyer fully advised of the status and use of the Water Rights during the Option Period. At no time during which this Option Agreement is in effect shall Seller take any action that diminishes the value or utility of the Water Right.
7. Exercise of Option. Buyer shall exercise the Option by providing notice consistent with paragraph 11 of this Option Agreement. If Buyer exercises the option to purchase, the purchase price for the Water Right shall be [REDACTED] [OPTIONAL: AND] and the Parties [OPTION 1] shall be bound by the terms and provisions of the attached *Agreement for Purchase and Sale of Water Right* attached hereto as **Exhibit 3** or [OPTION 2] the Parties shall fill in the blanks of and thereafter execute the attached form *Agreement for Purchase and Sale of Water Right* attached hereto as **Exhibit 3**.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WQ DATE: 11/4/2014 PAGE 2 OF 11

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date as follows:
- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Option Agreement, and shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing if the Option is exercised and the Water Right is purchased by Buyer.
 - (b) Appurtenance. The Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (c) Not Forfeited. No portion of the Water Right has not been forfeited or abandoned in whole or in part.
 - (d) 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 and again as of the Closing for the Water Right, 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. 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.
10. Broker.
- (a) The Broker represents Buyer under this Option Agreement and Buyer shall pay Broker a fee of [REDACTED]
 - (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WJD/ DATE: 11/4/2019 PAGE 3 OF 11

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Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

- (c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election.** (Make one election only.)

 / _____
Initials

Limited Dual Agency
and / or
Assigned Agency

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

OR

_____/_____
Initials

Single Agency

Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:  / _____ DATE: 11/14/2019 PAGE 4 OF 11

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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 because 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) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, by facsimile, or by email to the listed email address below. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Wayne A Jensen 2777 North 26 th West Idaho Falls, Idaho 83402	Rocky Mountain Water Exchange 482 Constitution, Suite 303 Idaho Falls, Idaho 83402
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Wayne A Jensen 2777 North 26 th West Idaho Falls, Idaho 83402	Rocky Mountain Water Exchange 482 Constitution, Suite 303 Idaho Falls, Idaho 83402

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding this Option Agreement. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) 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.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *WJ* / *RMW* DATE: 11/4/2019 PAGE 5 OF 11

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- (f) 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.
- (g) 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.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) 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.
- (j) Essence of Time. Time is of the essence in this Option Agreement.
- (k) Recording. The Parties shall record a notice of this Option Agreement in the records of _____ Bonneville County, Idaho, in a form substantially like the form attached hereto as **Exhibit 2**.

[SIGNATURES ON FOLLOWING PAGE]

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: hQ / DATE: 10/14/2018 PAGE 6 OF 11

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

"SELLER"



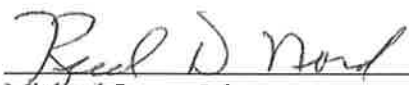
"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO


Michael James Johnston
By: Reed D. Nord, Agent for Broker

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: hxl / DATE: 11/14/2019 PAGE 7 OF 11

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Exhibit 1
The "Water Right"

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

/

DATE:

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IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/13/2017

WATER RIGHT NO. 35-2604

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WAYNE A JENSEN 2777 N 26 W IDAHO FALLS, ID 83402 2085214001
Original Owner	C W BURKE RT 5 IDAHO FALLS, ID 83401

Priority Date: 07/11/1960

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	2.7 CFS	800 AFA
Total Diversion			2.7 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENENE|Sec. 06|Township 02N|Range 37E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02N	37E	5	3	NENW	27	4	NWNW	30		SWNW	39		SENW	35

	6	NENE	30	SENE	39				
--	---	------	----	------	----	--	--	--	--

Total Acres: 200

Conditions of Approval:

1. 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.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 01/31/2002

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

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:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

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

Close

Exhibit 2
MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT is entered into this _____ day of _____, 20____, (the "Effective Date") by and between the following parties:

1. _____ [NAME OF SELLER], _____ [TYPE OF ENTITY], whose address is _____ [ADDRESS], hereinafter "Seller"; and
 2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Buyer")
- A. Seller owns Water Right No. _____ (the "Water Right"), which was decreed on [DECREE DATE] in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of [PRIORITY DATE].
- B. Pursuant to a certain Option Agreement for Purchase and Sale of Water Right ("Option Agreement"), Seller has granted Buyer an exclusive option and right to purchase the Water Right.

NOW, THEREFORE, in order to provide public notice thereof, Seller and Buyer recite as follows:

1. Buyer and Seller acknowledge and agree that the Water Right is subject to Buyer's exclusive right to purchase under the terms and conditions of the Option Agreement.
2. Buyer and Seller acknowledge and agree that the Water Right is subject to Buyer's exclusive right to purchase under the terms and conditions of the Option Agreement.
3. Buyer and Seller agree that this Memorandum of Option Agreement may be recorded.
4. Buyer shall execute and record a release of this Memorandum of Option Agreement upon the expiration of the Option Period or termination of the Option Agreement in the event that Buyer does not exercise the option under the Option Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Memorandum of Option Agreement effective as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 9 OF 11

“SELLER”

“BUYER”

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**

By: _____

Its: _____

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ____ / ____ DATE: _____ PAGE 10 OF 11

Exhibit 3
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

G:\WPDATA\RLH_RME WATER EXCHANGE\20181024 OPTION AGREEMENT.DOCX:edv

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ____ / ____ **DATE:** _____ **PAGE 11 OF 11**

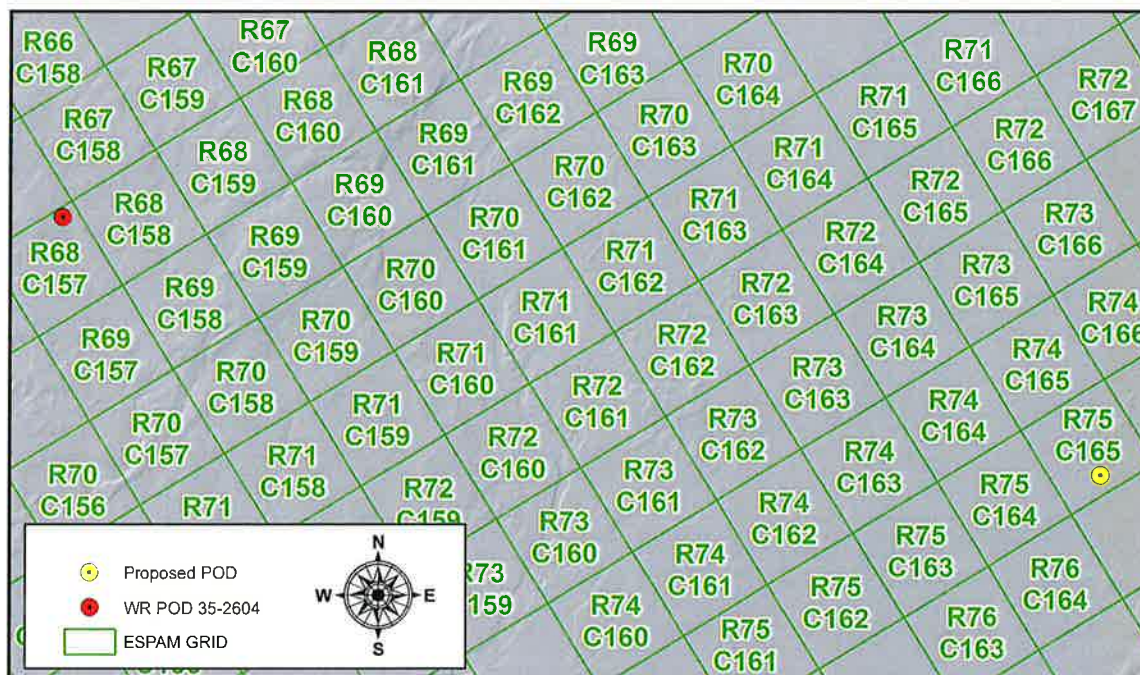
Eastern Snake Plain Aquifer Modeling Analysis

Rocky Mountain Water Exchange LLC for Iona Cemetery District

The Applicant proposes to transfer 10 acres of water right 35-2604 to the Iona Cemetery for irrigation of lawn. The points of diversion included in this modeling analysis are identified to be located in the following grid cells:

TO Well (Iona Cemetery)	R75 C165
FROM Well 1 (Wayne Jensen)	R68 C157

Figure 1 below shows the location of the wells within the ESPA Grid.



Water right 35-2604 is used to irrigate a rotation of *alfalfa-less frequent cuttings, grain, and potatoes*. Since alfalfa is the most consumptive crop, it is used in this evaluation. According to ET Idaho 2017 at the Idaho Falls FAA Airport station, *alfalfa-less frequent cuttings* has a precipitation deficit of 796 mm/year or 2.61 afa. The consumptive use of 10 acres at the FROM Well 1 location is calculated to be 26.1 afa, or 8.7 af/trimester.

At the proposed Place of Use, only one land cover will be irrigated due to the nature of the cemetery: *grass-turf (irrigated)*. Also referencing ET Idaho 2017 at the Idaho Falls FAA Airport station, *grass-turf* has a precipitation deficit of 776 mm/year or 2.55 afa. The consumptive use of 10 acres of irrigated turf grass at the TO Well location is calculated to be 25.5 afa, or 8.5 af/trimester.

ESPAM 2.1 was used to simulate the depletions of transferring 26.1 afa (8.7 af/trimester) from the existing location and diverting 25.5 afa (8.5 af/trimester) from the proposed location. The affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.**

Figures 2-4 include excerpts from the ESPAM 2.1 simulation.

Figure 2. Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO: 35-2604

YEAR: 1960

SEASON: SUMMER

TRANSFER NAME: Jensen to Iona C

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	75	68	75	45
COLUMN	165	157	105	30

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1960	0	9	9	0	0	0	0
WIN 1960	0	9	9	0	0	0	0
SPR 1961	0	9	9	0	0	0	0
SUM 1961	0	9	9	0	0	0	0
WIN 1961	0	9	9	0	0	0	0
SPR 2019	0	9	9	0	0	0	0
SUM 2019	0	9	9	0	0	0	0
WIN 2019	0	9	9	0	0	0	0
SPR 2020	9	0	9	0	0	0	0
SUM 2020	9	0	9	0	0	0	0
WIN 2020	9	0	9	0	0	0	0
SPR 2021	9	0	9	0	0	0	0
SUM 2021	9	0	9	0	0	0	0
WIN 2021	9	0	9	0	0	0	0
SPR 2022	9	0	9	0	0	0	0
SUM 2022	9	0	9	0	0	0	0
WIN 2022	9	0	9	0	0	0	0
SPR 2023	9	0	9	0	0	0	0
SUM 2023	9	0	9	0	0	0	0
WIN 2107	9	0	9	0	0	0	0
SPR 2108	9	0	9	0	0	0	0
SUM 2108	9	0	9	0	0	0	0
WIN 2108	9	0	9	0	0	0	0
SPR 2109	9	0	9	0	0	0	0
SUM 2109	9	0	9	0	0	0	0
WIN 2109	9	0	9	0	0	0	0
SPR 2110	9	0	9	0	0	0	0

Figure 3. Net Transfer Graphs

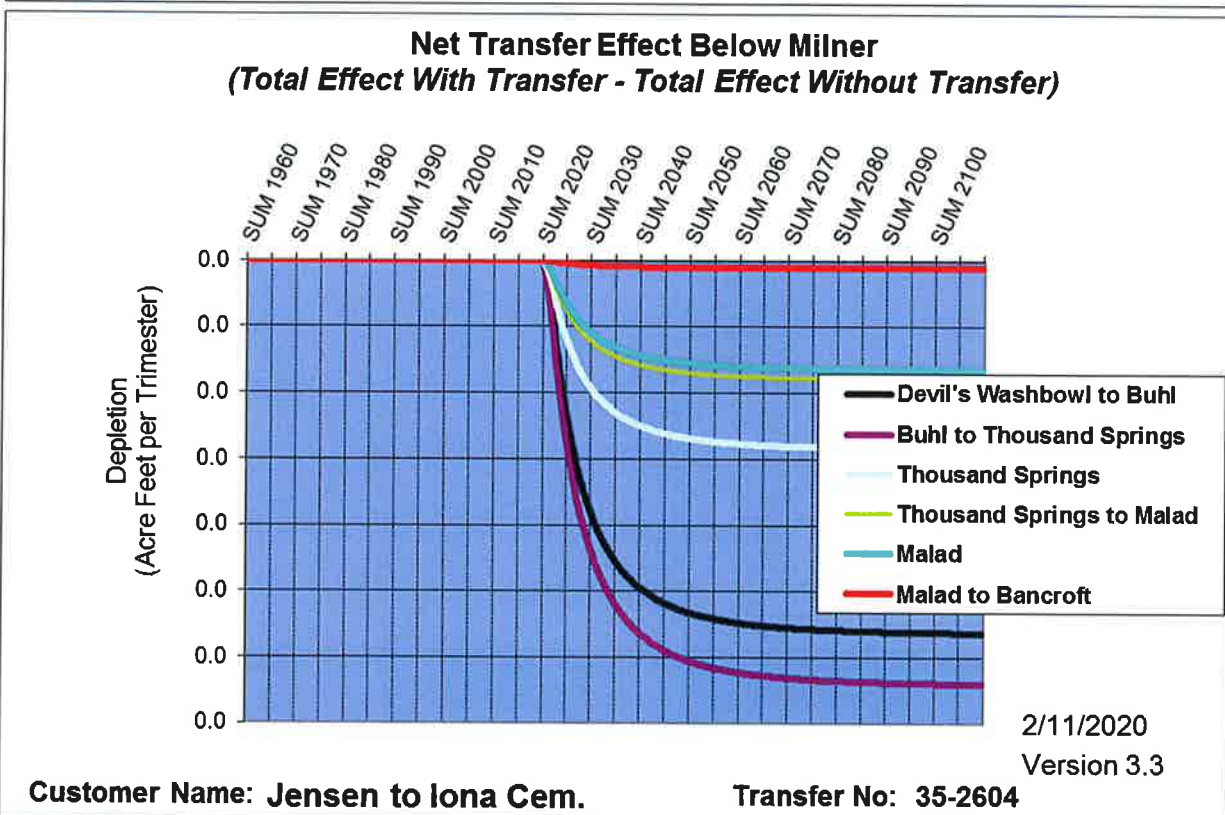
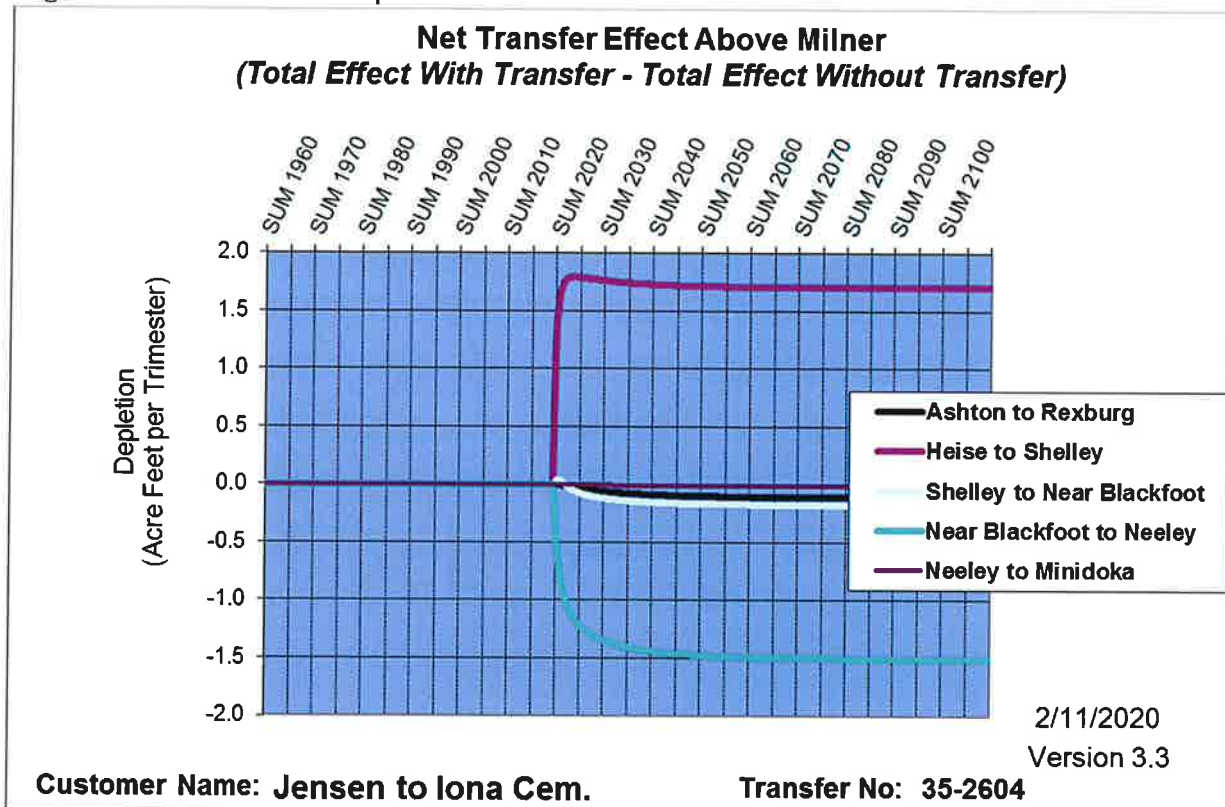
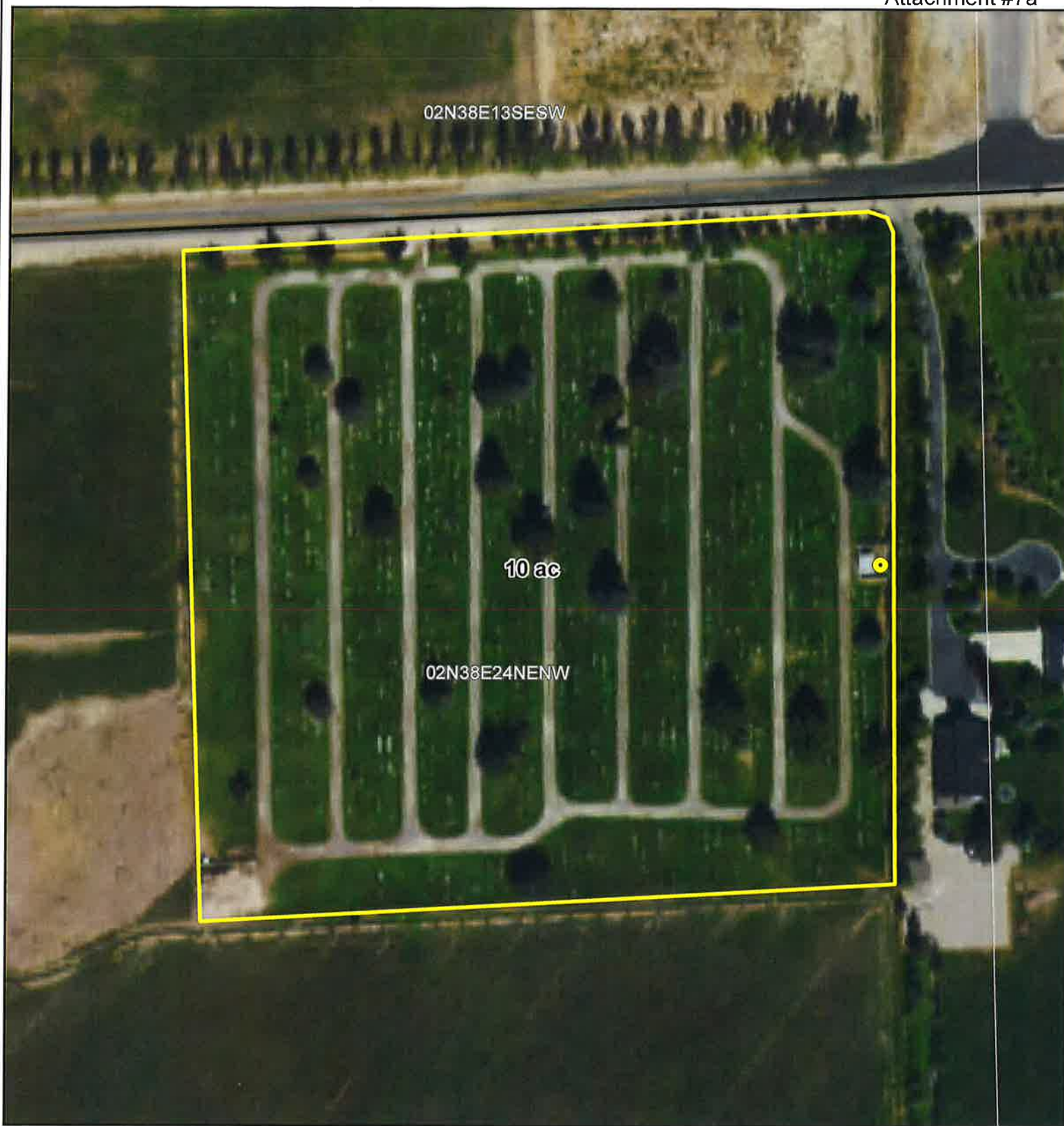


Figure 3. Calculated Effects.

	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bickf	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickf	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
SUM 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2020	0.0	1.0	0.0	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2020	0.0	1.4	0.0	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2020	0.0	1.6	0.0	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.0	1.7	0.0	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	0.0	1.7	0.0	-0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	0.0	1.7	0.0	-0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.0	1.8	0.0	-1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.0	1.8	0.0	-1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.0	1.8	0.0	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	1.8	0.0	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.0	1.8	0.0	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	1.8	0.0	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	1.8	-0.1	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.0	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.0	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.0	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	0.0	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	0.0	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	-0.1	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	-0.1	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	-0.1	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	-0.1	1.8	-0.1	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2106	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2107	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2107	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2107	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2108	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2108	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2108	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2109	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2109	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2109	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2110	-0.1	1.7	-0.2	-1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: SPR 2020													
Match:	180	Match:	456										
	AtR	HtS	StNB	NBIN	NtM	DWIB	BtTS	TS	TStM	M	MtB	Total	
Preexisting Effects @ SS (Last Time Step):	0.35	1.82	1.84	4.38	0.03	0.08	0.09	0.04	0.03	0.02	0.00	8.68	Total Effects without Tr
dy State - Value of Dep. @ Last Time Step:	0.24	3.52	1.66	2.87	0.02	0.05	0.06	0.03	0.02	0.02	0.00	8.49	Total Effects with Trans
ts @ Transient State (Max Value Timestep):	0.35	1.82	1.84	4.38	0.03	0.08	0.09	0.04	0.03	0.02	0.00	8.68	Total Effects without Tr
nt State - Max. Value of Dep. After Transfer:	0.34	3.61	1.87	4.09	0.03	0.08	0.09	0.04	0.03	0.02	0.00	10.20	Total Effects with Trans
Steady State Change:	-0.11	1.70	-0.18	-1.50	-0.01	-0.03	-0.03	-0.01	-0.01	-0.01	0.00		
Transient State Change:	-0.01	1.79	0.03	-0.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00		



0 0.02 0.04 0.08 Miles

2019 Aerial Photography

Proposed Water Right Location

Iona Cemetery District

RMEA #19-0077

by: KM

Date: 2/13/2020

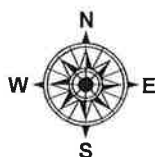


● Proposed POD □ QQ

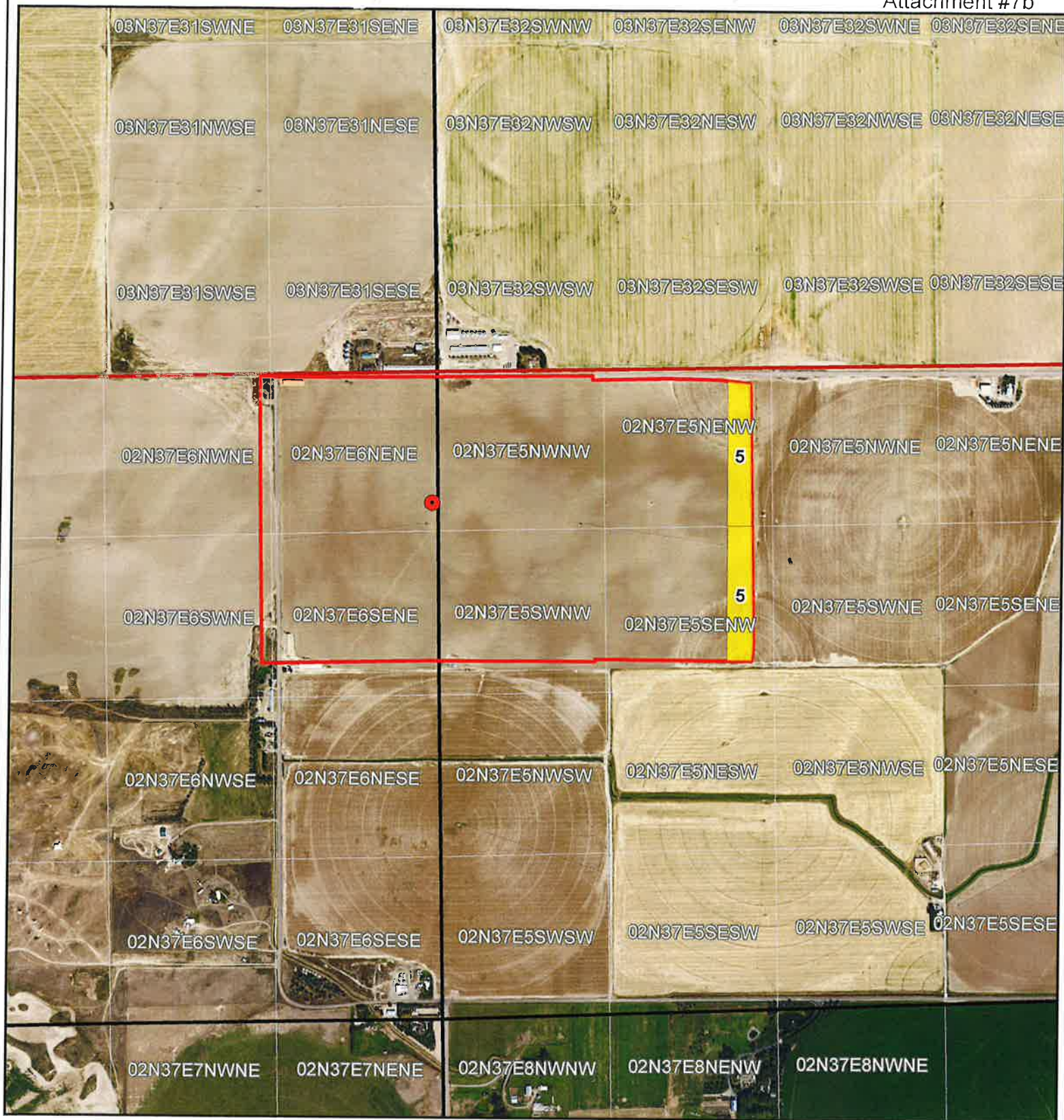
□ Proposed POU

□ Twp & Rng

□ Section



83920



0 0.125 0.25 0.5 Miles

2019 Aerial Photography

- WR POD 35-2604
- Purchase Acres
- WR POU 35-2604
- Twp & Rng
- Section
- QQ



Existing Water Right Location

Iona Cemetery District

RMEA #19-0077

by: KM

Date: 2/11/2020





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

Brad Little
Governor

Gary Spackman
Director

March 4, 2020

ROCKY MOUNTAIN WATER EXCHANGE, LLC
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402

RE: Transfer No. 83920
Water Right No(s). 35-2604

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 POST REGISTER on 3/12/2020 and 3/19/2020. 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:
ROCKY MOUNTAIN ENVIRONMENTAL ASSOC INC
C/O KRISTIN MOORE
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Wednesday, March 04, 2020 11:13 AM
To: POST REGISTER (legalnotices@postregister.com)
Subject: Legal Ads for Post Register
Attachments: 83920 Post Register.doc

Good Morning,

Please see attached document regarding legal ads 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

March 4, 2020

Contains more than 1 page.

Legal Notice Department

Post Register

PO Box 1800

Idaho Falls ID 83403

RE: Transfer No. 83920

Water Right No(s). 35-2604

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

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 3/30/2020. Your cooperation is appreciated.

Sincerely,

Christina Henman
Administrative Assistant
Dept 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. 83920

ROCKY MOUNTAIN WATER EXCHANGE, LLC, 482 CONSTITUTION WAY STE 303, IDAHO FALLS, ID 83402 has filed Application No. 83920 for changes to the following water rights within BONNEVILLE County(s): Right No(s). 35-2604; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and change place of use. The point of diversion will be in NENW Sec 24 T2N R38E for 0.14 cfs from ground water. The place of use will be in NENW Sec 24 T2N R38E for 10 acres. For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 3/30/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/12/2020 and 3/19/2020