

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 83770

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
SEP 30 2019

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) Douglas Guthrie and Shauna Guthrie

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

Name of Applicant(s) Douglas Guthrie and Shauna Guthrie Phone 208-339-0888
Mailing address 7310 W. Portneuf Road, Pocatello, Idaho 83204 Email dguthrie@idfbins.com
dguthrie@idfbins.com

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

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

☐ No Representative

Name of Representative Randall C. Budge, Attorney Phone 208-232-6101
Mailing address PO Box 1391 POC., ID. 83204 Email randy@racingolson.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.

Douglas B. Guthrie
Signature of Applicant or Authorized Representative

Douglas Guthrie
Print Name and Title if applicable

9-18-19
Date

Shauna Guthrie
Signature of Applicant or Authorized Representative

Shauna Guthrie
Print Name and Title if applicable

9-18-19
Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.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**.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-11732	0.08	Irrigation	4/01 to 10/31	Portneuf River/Snake River
☐ ☒	29-2462D	0.07	Irrigation	4/01 to 10/31	Portneuf River/Snake River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.15 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.15 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 #
			SW	NE	21	7S	35E	Bannock	Portneuf River/Snake River	

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
7S	35E	21			0.3											3.7			4.0
Total Acres (for irrigation use)																			4.0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Centrifugal pump and electric motor.

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

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

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

City of Inkom is installing municipal sewer treatment ponds resulting in acres being covered by ponds and roads no longer being irrigated. However, the irrigated land of the City will continue to be irrigated by 29-12265.

- 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:

29-2462D and the transfered portion of 29-11732

- 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:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 29-2462D

Current Owner: DOUGLAS GUTHRIE
SHAUNA GUTHRIE
JAMES GUTHRIE
CAROL GUTHRIE

Priority Date: 7/2/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

PORTNEUF RIVER

Tributary

SNAKE RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Diversion Rate

0.07 CFS

Annual Volume

Total Diversion

0.07 CFS

Location of Point(s) of Diversion

PORTNEUF RIVER
BANNOCK County

NW1/4NW1/4SE1/4

Sec. 21, Twp 07S, Rge 35E B.M.

Place of Use

IRRIGATION Within BANNOCK County

T07S R35E S21

NWSE

3.70

Total Acres: 3.7

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. 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.

Decreed Date: 3/22/2004

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 29-11732

Current Owner: CAROL GUTHRIE
JAMES K GUTHRIE

Priority Date: 6/19/1902

Origin: Water Right

Status: Active

Basis: Decreed

Source

PORTNEUF RIVER

Tributary

SNAKE RIVER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION 04/01 to 10/31
STOCKWATER 01/01 to 12/31

2.24 CFS
0.07 CFS
2.31 CFS

Total Diversion

Location of Point(s) of Diversion

PORTNEUF RIVER

NW1/4NW1/4SE1/4

Sec. 27, Twp 07S, Rge 36E B.M.

BANNOCK County

PORTNEUF RIVER

SW1/4NW1/4

Sec. 27, Twp 07S, Rge 36E B.M.

BANNOCK County

Place of Use

IRRIGATION Within BANNOCK County

T07S R36E S27	SWNE	1.00	T07S R36E S27	NENW	1.50
T07S R36E S27	NWNW	2.00	T07S R36E S27	SWNW	12.50
T07S R36E S27	SENE	17.00	T07S R36E S27	NESW	31.50
T07S R36E S27	NWSW	1.50	T07S R36E S27	SESW	10.00
T07S R36E S27	NWSE	11.00	T07S R36E S27	SWSE	12.00
T07S R36E S28	NENE	9.00	T07S R36E S28	SENE	2.00
T07S R36E S34	NWNE	1.00			

Total Acres: 112

STOCKWATER Within BANNOCK County

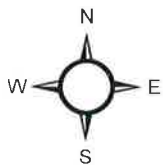
T07S R36E S27	SWNE	T07S R36E S27	NENW
T07S R36E S27	NWNW	T07S R36E S27	SWNW
T07S R36E S27	SENE	T07S R36E S27	NESW
T07S R36E S27	NWSW	T07S R36E S27	SESW
T07S R36E S27	NWSE	T07S R36E S27	SWSE
T07S R36E S28	NENE	T07S R36E S28	SENE
T07S R36E S34	NWNE		

Page _____ of _____

Conditions of Approval:

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

Decreed Date: 3/22/2004



legend

- 4 Acres to be Transferred
- TR Lines
- Section Lines
- Quarter Quarters



46741

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

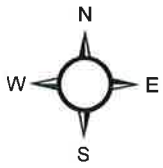
- If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

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

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

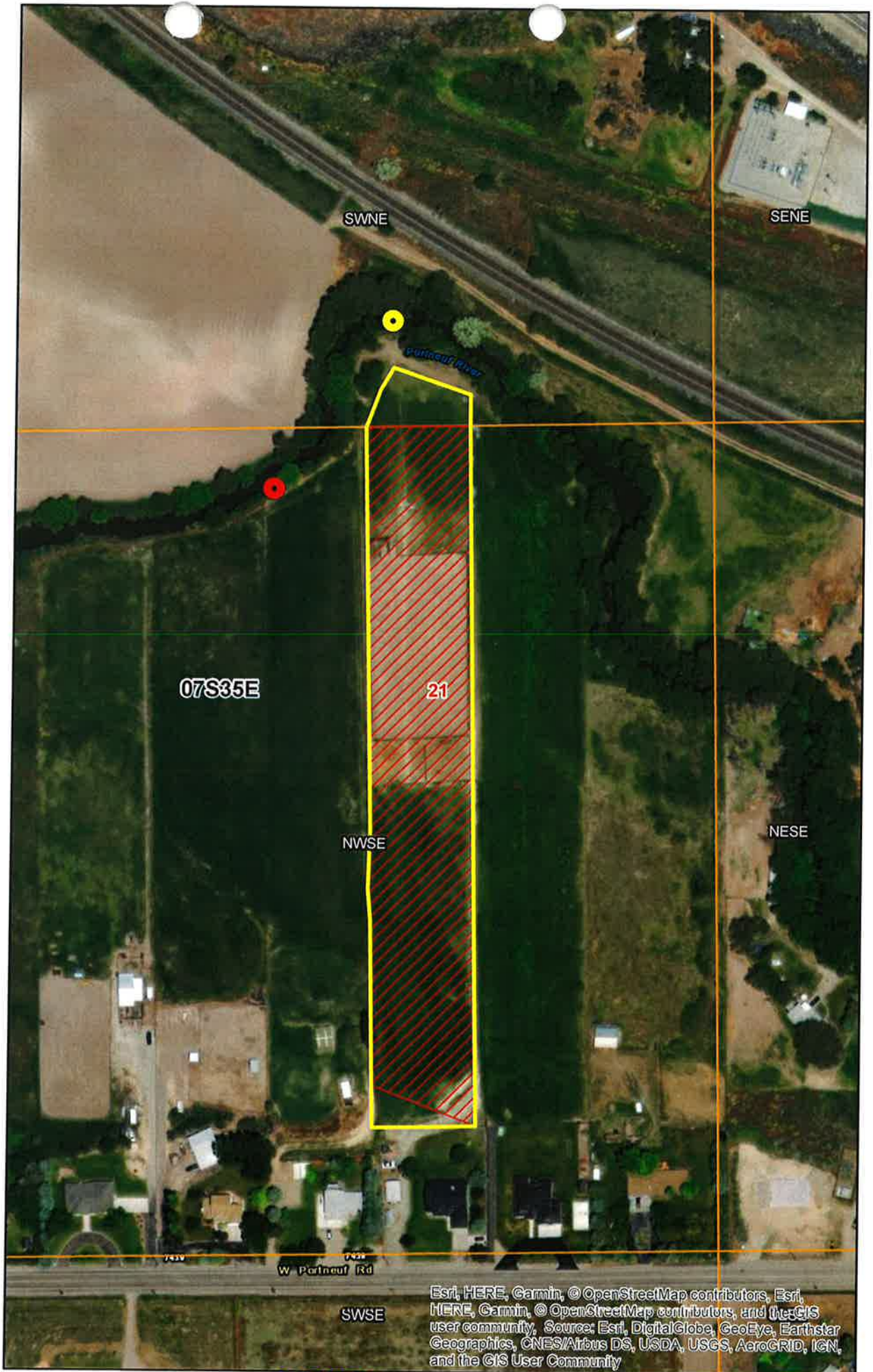
This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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Legend

-  Current POD
-  New POD
-  New POU
-  Current POU
-  TR Lines
-  Section Lines
-  Quarter Quarters



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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this 23 day of September, 2019 (the "Effective Date"), by and between **James Guthrie and Carol Guthrie**, husband and wife, whose address is P.O. Box 12, Inkom, Idaho 83245 (hereinafter collectively "Seller"), and **Douglas Guthrie and Shauna Guthrie**, husband and wife, whose address is 7310 W. Portneuf Road, Pocatello, Idaho 83204 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

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

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

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

AGREEMENTS:

1. Water Right Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller on the terms and conditions herein specified, 0.08 cfs of the Water Right for the irrigation of 4 acres.

2. Purchase Price and Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a)

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

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

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

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

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

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

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

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

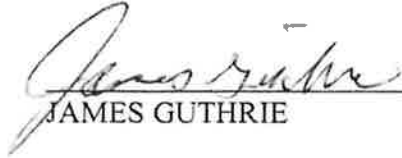
(h) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

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

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

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

"SELLER"


JAMES GUTHRIE


CAROL GUTHRIE

"BUYER"


DOUGLAS GUTHRIE


SHAUNA GUTHRIE

Exhibit 1

Exhibit 2—FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Douglas and Shauna Guthrie
7310 W. Portneuf Road
Pocatello, Idaho 83204

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

James Guthrie and Carol Guthrie, husband and wife, whose address is P.O. Box 12, Inkom, Idaho 83245 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Douglas Guthrie and Shauna Guthrie**, husband and wife, whose address is 7310 W. Portneuf Road, Pocatello, Idaho 83204 (hereinafter "Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in and to 0.08 cfs of Idaho Water Right No. 29-11732 (the "Purchased Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

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

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

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

DATED this 23rd day of September, 2019.

James Guthrie
JAMES GUTHRIE

Carol Guthrie
CAROL GUTHRIE

SPECIAL WARRANTY DEED FOR WATER RIGHTS - 1

83770

STATE OF IDAHO)
 : ss.
County of Bannock)

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

(SEAL)





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



RANDALL C. BUDGE
randy@racineolson.com

September 26, 2019

RECEIVED
SEP 30 2019

Department of Water Resources
Eastern Region

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

Re: Transfer Application

To whom it may concern:

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

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

Sincerely,

A handwritten signature in blue ink that reads 'Randy Budge'.

RANDALL C. BUDGE

RCB:ts
Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

November 26, 2019

JAIME RABELO
539 RAILROAD WAY
SAINT ANTHONY, ID 83445

Application For Permit No. 22-14364

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the REXBURG STANDARD JOURNAL on 12/6/2019 and 12/13/2019. 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 permit.

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

Sincerely,

Christina Henman
Administrative Assistant

CC:

KEVIN BAUER
665 HARVEST DR
REXBURG, ID 83440-2282

Henman, Christina

From: Henman, Christina
Sent: Wednesday, November 27, 2019 10:05 AM
To: 'stubbs@journalnet.com'; 'legals@journalnet.com'
Subject: Legal Ads for Idaho State Journal
Attachments: 83770 Idaho State Journal.docx

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

PLEASE NOTE: CAN CONTAINS 2 OR MORE PAGES

November 27, 2019
Legal Notice Department
IDAHO STATE JOURNAL
PO BOX 431
POCATELLO ID 83204

RE: Transfer No. 83770
Water Right No(s): 29-11732, 29-2462D

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper 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 12/23/2019. Your cooperation is appreciated.

Sincerely

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

PLEASE PUT IN NORMAL COLUMN AND NO BORDERS. THANK YOU.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 83770**

DOUGLAS GUTHRIE and SHAUNA GUTHRIE, 7310 W PORTNEUF RD, POCATELLO, ID 83204; has filed Application No. 83770 for changes to the following water rights within BANNOCK County(s): Right No(s). 29-11732, 29-2462D; 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 SWNE Sec 21 T7S R35E for 0.15 cfs from Portneuf River. The place of use will be in SWNE and NWSE, Sec 21 T7S R35E for 4 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 12/23/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 12/5/2019 and 12/12/2019



RECEIVED

NOV 25 2019

RANDALL C. BUDGE
randy@racineolson.com
Department of Water Resources
Eastern Region

November 21, 2019

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

Re: Transfer Application – Doug and Shauna Guthrie

Dear Jeff:

Enclosed please find a check in the amount of \$100.00 for the additional filing fees.

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tessa Sparrow', written over the typed name.

TESSA SPARROW
Legal Assistant to
RANDALL C. BUDGE

RCB:ts
Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

November 25, 2019

Watermaster WD29D
Harold Armstrong
2771 Bannock Hwy
Pocatello ID 83204

RE: Application for Transfer 83770

Dear Watermaster:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

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

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

Sincerely,

Christina Henman
Administrative Assistant

Enclosure(s)

Nield, Jeff

From: Randy Budge <randy@racineolson.com>
Sent: Thursday, November 14, 2019 2:37 PM
To: Nield, Jeff
Cc: Randy Budge; Tessa Sparrow; Doug Guthrie
Subject: RE: Application for Transfer - Douglas and Shauna Guthrie
Attachments: 20190906 Application for Transfer (fillable).pdf; Map 29-2462D New POU & POD.pdf

Hi Jeff,

Attached is a revised Transfer Application and Map. I have added Guthrie's existing right 29-3462D to correct the point of diversion. The transferred portion of 29-11732 will supplement and both will have the same P/D and P/U. I have corrected the P/U map.

I have also attempted to explain that the transferred portion of 29-11732 was actually supplementing the City of Inkom's 29-12265 and will be moved and continue to be supplemental to 29-3462D.

James and Carol Guthrie of Inkom sold property to Inkom for their new sewer treatment ponds and facilities. Included in the sale was all of 29-12265, but the Guthrie's retained all of 29-11732 which they are now selling, part being sold to their son Douglas per this Transfer.

If this works you can either use it to amend the prior transfer or I am happy to mail it to you as an amendment. I will also mail the additional \$100 filing fee for the ownership changes and split as soon as I have your blessings.

Thanks

Randy

Randall C. Budge
Attorney



201 E. Center Street / P.O. Box 1391
Pocatello, Idaho 83204
(208)232-6101 - Phone
(208)232-6109 - Fax

www.racinelaw.net

CONFIDENTIALITY NOTICE - This email and its attachments may contain information that is confidential, privileged, or otherwise protected from disclosure. If you believe this email may have been sent to you in error, please notify the sender immediately.