

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFERRECEIVED
JUL 09 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) 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: Jefferson Greens Homeowners Contracts

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

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 rog.rmea@gmail.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 Rocky Mountain Water Exchange, LLC 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, Managing Member 7/9/19
Print Name and Title if applicable 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.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**.
Applicant is contracted to obtain ground water rights for Jefferson Greens Estates homeowners. This transfer proposes to move 3.2 acres of primary ground water rights to the Jefferson Greens well for the irrigation of 6 lots.
See Part 1A.3 for additional information.

Narrative of Proposed Application

Rocky Mountain Water Exchange LLC / Jefferson Greens Estates HOA

Jefferson Greens Estate is currently in need of irrigation water rights and has contracted with Rocky Mountain Water Exchange LLC to assist them in obtaining them. RMWE is likewise contracted to purchase 3.2 acres of water right 27-7545 for Jefferson Greens Estates. A copy of the contracts for all entities and individuals involved in this transfer application are included in Attachments #3 and #10.

A list of the homeowners and lots that are proposed to receive water through this application is included in Table 1. It is proposed that upon approval of this transfer, the parcel numbers be included in the water right record for administration of the water right.

Table 1. Lots Proposed to Receive Water Rights

PIN	OWNER	LOT & BLK	ACRES
RP004470010070	BAVARIAN PROPERTIES	LOT 7 BLK 1	0.7
RP004470010050	MILLER BRIAN DAVID	LOT 5 BLK 1	0.68
RP004470030010	NEFF JORDAN	LOT 1 BLK 3	0.38
RP004470020210	OLER KIAL AND MAGGI	LOT 21 BLK 2	0.41
RP004470010030	RIVERS EDGE DEVELOPMENT INC	LOT 3 BLK 1	0.5
RP004470030100	RIVERS EDGE DEVELOPMENT INC	LOT 10 BLK 3	0.5
TOTAL ACRES			3.17

Each lot was measured for irrigation requirements to the hundredth of an acre. However, since the water right is represented to the tenth of an acre, values were rounded when calculating total acres per quarter-quarter.

The points of diversion will include the existing well for the subdivision and a new well that was recently drilled as a redundant well for the water system. Both wells will be located on the well lot, Lot 23, Block 2.

Acres to be retired are represented on Attachment #7b.

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 ☐ ☒	27-7545	0.06 cfs	Irrigation	04/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.06 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.06 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			NW	SE	8	4N	39E	Jefferson	Ground Water	Existing Well
N			NW	SE	8	4N	39E	Jefferson	Ground Water	Secondary Well

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	
4N	39E	8			1.4					0.5						1.3			3.2
Total Acres (for irrigation use)																			3.2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Two existing wells are connected to the water supply system. Mainline carries water to each lot. Existing measuring device, but is currently being upgraded to an approved IDWR device.
- b. Who owns the property at the point(s) of diversion? Jefferson Greens Estates HOA
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Applicant is contracted to obtain water rights for Jefferson Greens Estates HOA. See contracts included in Attachment #10.
- 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: The land will no longer be irrigated by ground water. Surface water will be diverted to the property for irrigation.
- 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: At the existing POU, water is diverted from Blackfoot Irrigation Co. for current irrigation. No other water rights at the existing POD. At proposed POD, domestic right 25-14162 provides water for the in-house use of the subdivision. Proposed POU is overlapped by North Rigby Canal Company shares.
- 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.: 27-7545

Current Owner: LORI NEIHART
ARTIE S WATERS

Priority Date: 7/29/1991

Origin: Water Right

Status: Active

Basis: License

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.12 CFS	24 AF
	<u>Total Diversion</u>	0.12 CFS	24 AF

Location of Point(s) of Diversion

GROUND WATER
BINGHAM County

SE1/4NW1/4NW1/4 Sec. 17, Twp 02S, Rge 36E B.M.

Place of Use

IRRIGATION Within BINGHAM County

T02S R36E S17 NWNW 6.00

Total Acres: 6

Conditions of Approval:

1. 048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
2. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Licensed Date: 9/28/2001

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2B

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

- ☐ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Right Number: 27-7545

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	3.2
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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

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

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by CE Date 11/1/2018 Preliminary check by _____ Date 11/1/2018

Fee paid 200 Date 7/9/19 Received by SC Receipt # E045150

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

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

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 8 day of November [MONTH], 2018 (the "Effective Date"), by and between the following entities:

1. Lori Neihart [NAME OF SELLER], ARTIC
Waters [TYPE OF ENTITY], whose address is 381 North 100 E Blackfoot 83221 [ADDRESS], 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. 25-7545 (the "Water Right"), which was decreed on 7-29-91 [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 7-29-91 [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 [] entire Water Right or [] a 5.5-acre portion of the Water Right (whether the entire Water Right or a portion thereof is designated, either is referred to hereinafter in this Agreement simply as 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:

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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 11-8-, 2017 (the "Option Period") if Buyer is not then in default of any provision of this Agreement.
2. Payment for Option. Upon execution of the Option Agreement, Buyer shall pay to Seller a fee in the amount of \$ 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 for the Water Right. The Transfer applications may entail a change in any element or condition of the Water Right or may entail use of the Water Right 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, consents, 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. Provided, however, that 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. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer. If 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.
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 Dollars (\$.00).

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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 _____
 - (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

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER SIGNATURES: 11-2-10 PAGE 3 OF 10

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.)

A.W. / L.W.
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.

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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>
<u>Lori Neihart</u>	<u>Rocky Mountain Water Exchange</u>
_____	_____
_____	_____
Email: _____	Email: _____
 <u>Seller's Representative</u>	 <u>Buyer's Representative</u>
<u>Lori Neihart</u>	<u>Rocky Mountain Water Exch</u>
<u>Artie Waters</u>	_____
<u>lfneihart@yahoo.com</u>	_____
Email: _____	Email: <u>rymond@idaho.net</u>

- (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.

83471

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. DATE 11/10/10 PAGE 5 OF 10

- (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 Bingham County, Idaho, in a form substantially like the form attached hereto as **Exhibit 2.**

[SIGNATURES ON FOLLOWING PAGE]

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AW / JN DATE: 11-2-18 PAGE 6 OF 10

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

"SELLER"

Artie D. Waters

Lori Neihart

"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**

Reed D Nord

By: Rocky Mountain Water Exchange
Its: President

"BROKER"

KELLER WILLIAMS EAST IDAHO

Reed D Nord

Michael James Johnston

By: Reed D. Nord, Agent for Broker

834717

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: A W D A L DATE: 11-8-18 PAGE 1 OF 10

Exhibit 1
The "Water Right"

See attached

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *A W, J N* DATE: *11-9-18* PAGE 2 OF 10

Exhibit 2
MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT is entered into this 8 day of Nov, 2018, (the "Effective Date") by and between the following parties:

1. Lor. Neihart + Artie Waters [NAME OF SELLER],
 [TYPE OF ENTITY], whose address is 381 N 100 E Blackfoot Ida [ADDRESS], (hereinafter "Seller");
83221
 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. 25-7545 (the "Water Right"), which was decreed on 7-29-91 [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 2-29-91 [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 5.5 Acres partial [describe entire Water Right or portion].

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 or portion thereof 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 or portion thereof 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]

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

"SELLER"

Artie S. Waters

Lori Neihart

"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**

Rocky Mountain Water Exchange
By: Brenda D. Nord
Its: partner

83471

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

Eastern Snake Plain Aquifer Modeling Analysis

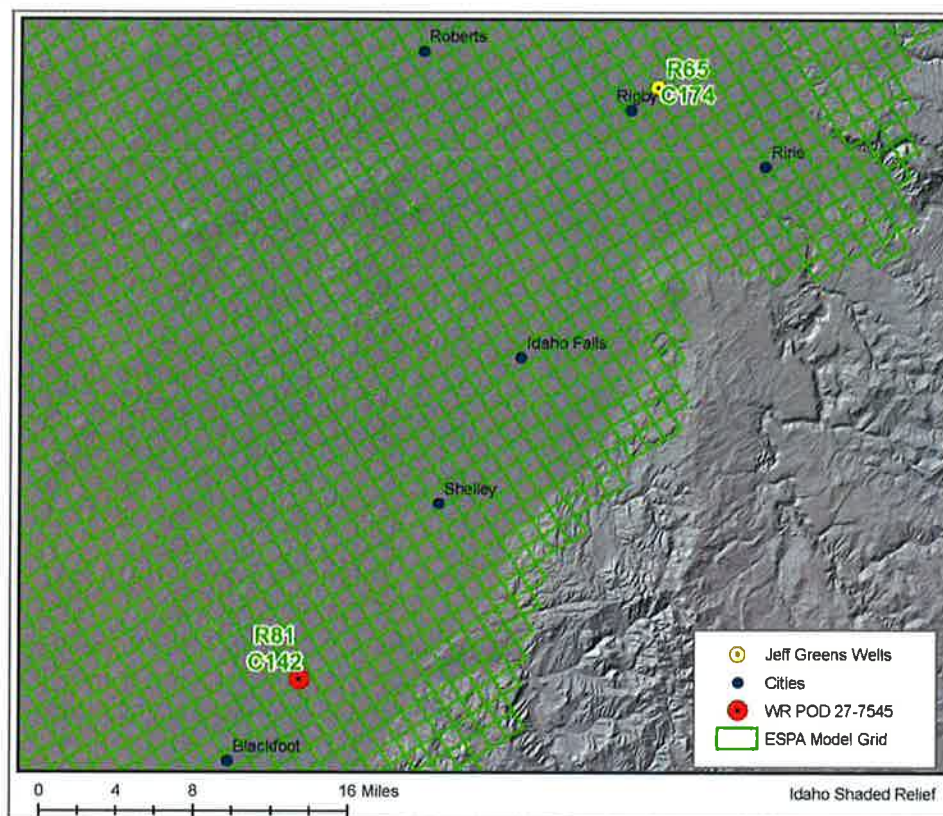
Rocky Mountain Water Exchange LLC / Jefferson Greens Estates HOA

The Applicant proposes to transfer 3.2 acres or 9.6 AFA from water right 27-7545. The points of diversion included in this modeling analysis are identified to be located in the following grid cells:

TO Well	Jefferson Greens Wells	R65 C174
FROM Well 1	Lori Neihart Well	R81 C142

The TO Well location is the proposed well location for Jefferson Greens Estates water supply system. Two existing wells are located here. The FROM Well is the point of diversion for the water right 27-7545. The wells are shown on the model grid in Figure 1.

Figure 1. Wells shown on Model Grid



Modeled inputs are based upon the Consumptive Irrigation Requirement of 3.0 afy/ac. A total of 9.6 afa, or 3.2 af/trimester, was used in the modeling analysis. Using the ETRAN 3.3 to simulate the depletions of transferring 9.6 AFA (3.2 AF/trimester) from the original point of diversion to the proposed point of diversion, the affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.**

Figures 2-4 include excerpts from the modeling 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

YEAR: 1991
SEASON: SUMMER

TRANSFER NO: 27-7545
TRANSFER NAME: Neihart-JGHOA

UPDATE DATES RUN MODEL GET OUTPUT

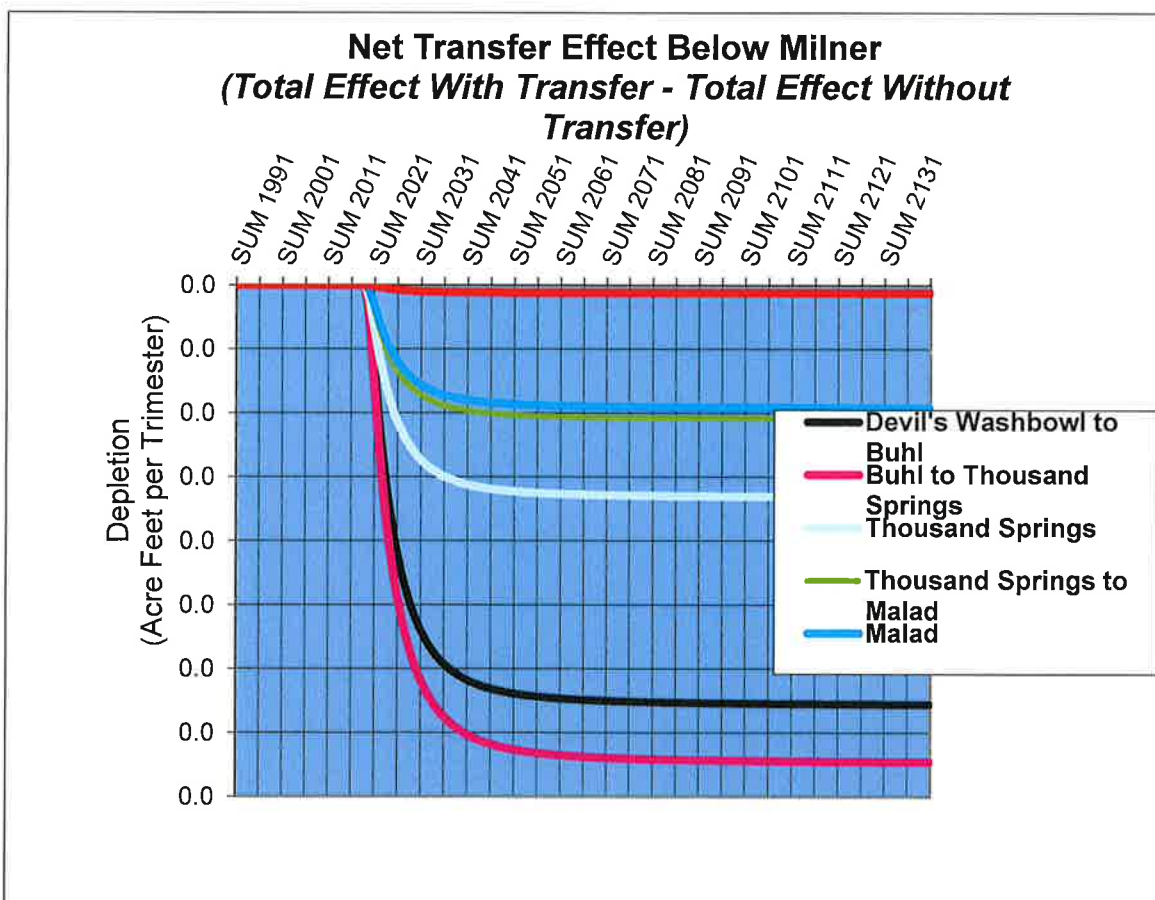
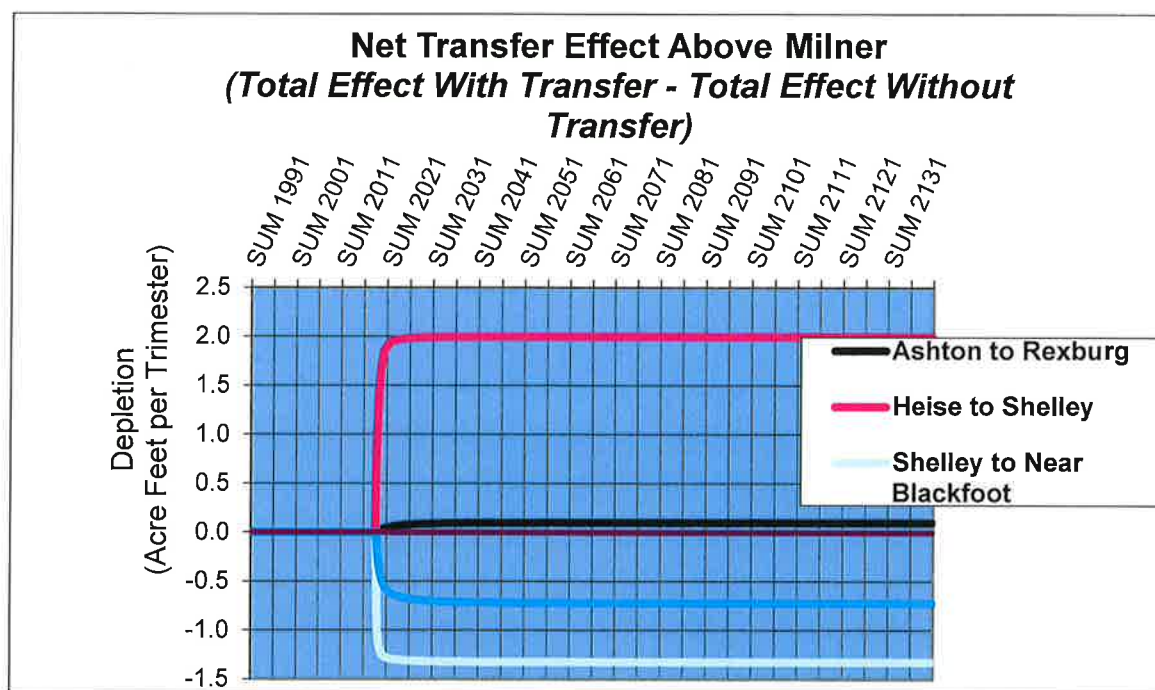
CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	65	81	1	1
COLUMN	174	142	1	1

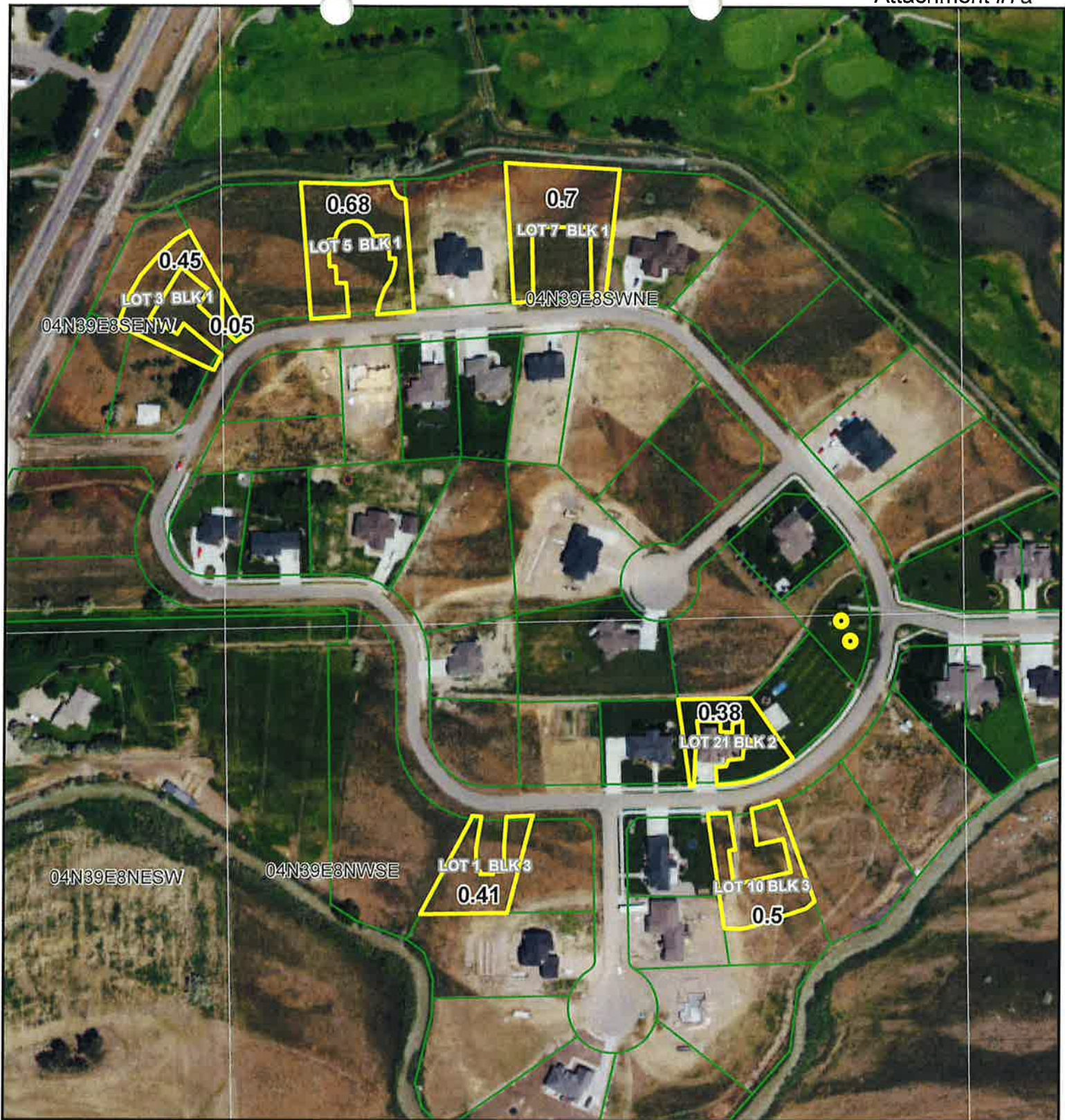
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1991	0	3	3	0	0	0	0
WIN 1991	0	3	3	0	0	0	0
SPR 1992	0	3	3	0	0	0	0
SUM 1992	0	3	3	0	0	0	0
WIN 1992	0	3	3	0	0	0	0
SPR 2018	0	3	3	0	0	0	0
SUM 2018	0	3	3	0	0	0	0
WIN 2018	0	3	3	0	0	0	0
SPR 2019	3	0	3	0	0	0	0
SUM 2019	3	0	3	0	0	0	0
WIN 2019	3	0	3	0	0	0	0
SPR 2020	3	0	3	0	0	0	0
SUM 2020	3	0	3	0	0	0	0
WIN 2020	3	0	3	0	0	0	0
SPR 2021	3	0	3	0	0	0	0
SUM 2021	3	0	3	0	0	0	0
WIN 2021	3	0	3	0	0	0	0
SPR 2022	3	0	3	0	0	0	0
SUM 2022	3	0	3	0	0	0	0
WIN 2022	3	0	3	0	0	0	0
SPR 2023	3	0	3	0	0	0	0
SUM 2023	3	0	3	0	0	0	0
WIN 2023	3	0	3	0	0	0	0
SPR 2024	3	0	3	0	0	0	0
SUM 2024	3	0	3	0	0	0	0
WIN 2024	3	0	3	0	0	0	0
SPR 2025	3	0	3	0	0	0	0
SUM 2025	3	0	3	0	0	0	0
WIN 2025	3	0	3	0	0	0	0
SPR 2026	3	0	3	0	0	0	0
SUM 2026	3	0	3	0	0	0	0
WIN 2026	3	0	3	0	0	0	0
SPR 2027	3	0	3	0	0	0	0
SUM 2027	3	0	3	0	0	0	0
WIN 2027	3	0	3	0	0	0	0
SPR 2028	3	0	3	0	0	0	0
SUM 2028	3	0	3	0	0	0	0
WIN 2028	3	0	3	0	0	0	0
SPR 2029	3	0	3	0	0	0	0
SUM 2139	3	0	3	0	0	0	0
WIN 2139	3	0	3	0	0	0	0
SPR 2140	3	0	3	0	0	0	0
SUM 2140	3	0	3	0	0	0	0
WIN 2140	3	0	3	0	0	0	0
SPR 2141	3	0	3	0	0	0	0

Figure 3. Net Transfer Graphs



Net Transfer Effect (Af/four months)		Ashdon to Heise to		Rexburg		Shelley		Nr Bickit		Neeley		Mindoka		Buhl		Kspr		Kspr to		Malad		Malad to		Bancroft	
SUM 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1993	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1994	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1995	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1996	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1997	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1998	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 1999	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2001	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2002	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SPR 2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
SUM 2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
WIN 2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Figure 4. Calculated Effects.

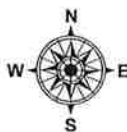


0 162.5 325 650 Feet

2017 Aerial Photography

- Jeff Greens Wells
- New POU
- Parcels
- Twp & Rng
- Section

83471



Proposed Location

*Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates*

RMEA #19-0008

by: KM

Date: 6/24/2019



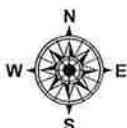


0 120 240 480 Feet

2017 Aerial Photography

- WR POU 27-7545
- WR POD 27-7545
- Purchased Acres
- QQ

83471



Existing Location

*Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates*

RMEA #19-0008

by: KM

Date: 6/19/2019



**Rocky Mountain
ENVIRONMENTAL**
ASSOCIATES, INC.

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 Feb. [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and BAVARIAN PROPERTIES [NAME], 1171 South 5th West [TYPE OF ENTITY], whose address is Rexburg, Idaho 83440 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot Q 7 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.70-acre portion of the Water Rights. Buyer has agreed to purchase the 0.7-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. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.70-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DBH /

DATE: 2/12/19

PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. 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.
5. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] or a total of _____ Dollars (\$ [REDACTED] 00) (the "Purchase Price").
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) 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 Purchased Water Right 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.
7. Miscellaneous.
 - (a) 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.
 - (b) 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.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DGA /

DATE: 2/12/19

PAGE 2 OF 4

way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) 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.
- (f) 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

W. Roger Warner
 By: *W. Roger Warner*
 Its: *Managing member*

"BUYER"

D. Gary Archibald
Bavarian Properties

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

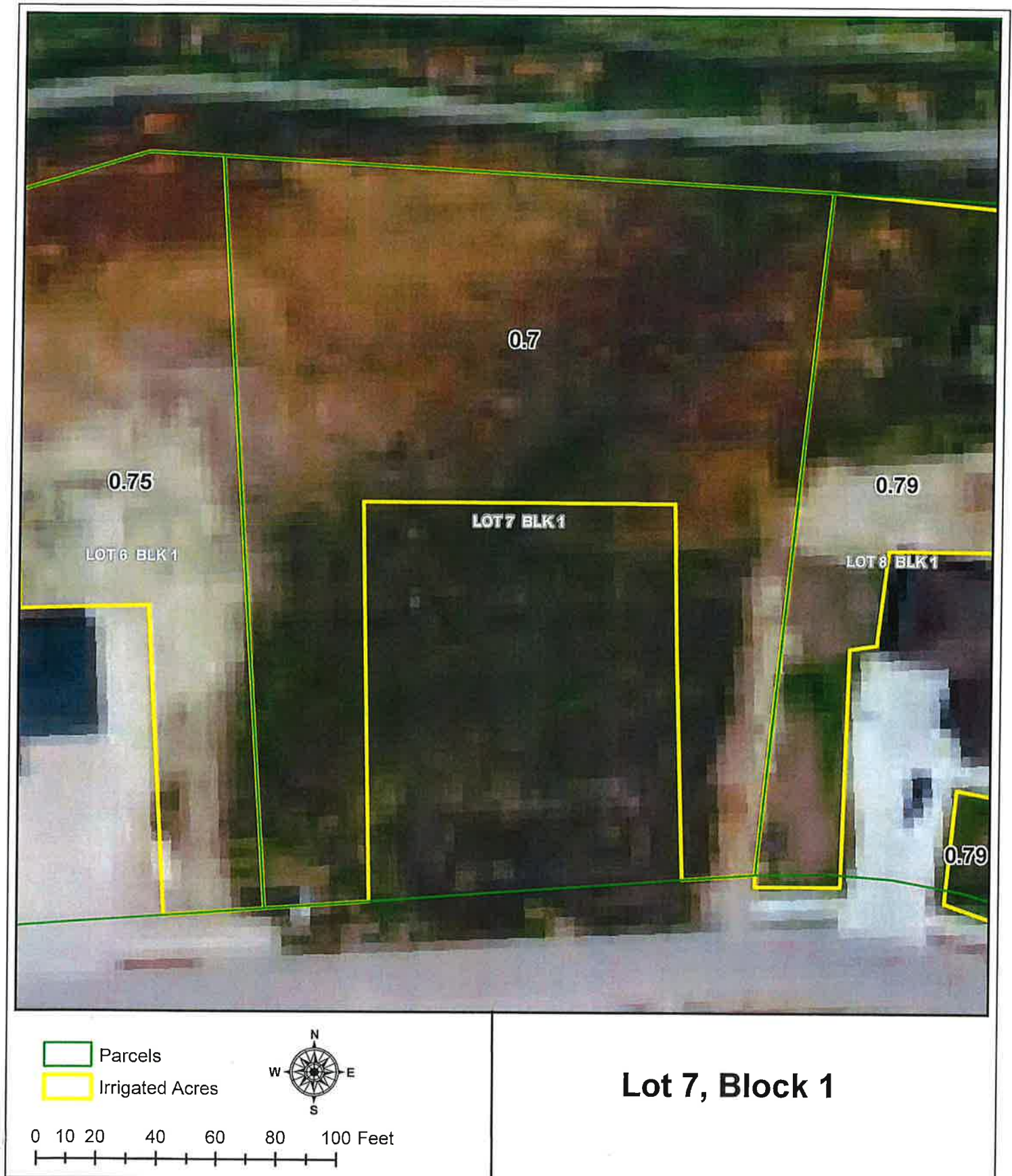
BUYER AND SELLER'S INITIALS: *DEA* /

DATE: *2/12/19*

PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



83471

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS.

DATE.

PAGE 4 OF 4

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 18 day of Feb [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "**Seller**", and B. David + Dana A. Miller [NAME], Husband + Wife [TYPE OF ENTITY], whose address is 4029 E. Fairway Drive [ADDRESS] (hereinafter "**Buyer**"). Seller and Buyer are individually a "**Party**" and together the "**Parties**".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "**Water Rights**") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "**HOA**") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 5 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.48-acre portion of the Water Rights. Buyer has agreed to purchase the 0.48-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. **Water Right.** Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. **Property Purchased.** Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.48-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BDM DM DATE: 2/18/18

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. 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.
5. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] or a total of _____ Dollars (\$ [REDACTED] .00) (the "Purchase Price").
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) 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 Purchased Water Right 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.
7. Miscellaneous.
 - (a) 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.
 - (b) 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.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

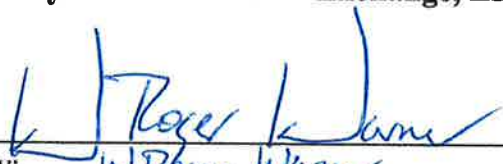
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) 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.
- (f) 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: Managing Member

"BUYER"




83471

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

Exhibit 1

Map of Proposed Acre Location



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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS.

DATE:

PAGE 4 OF 4

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 _____ day of _____ [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Torclan & Brandi Neff [NAME], Husband & Wife [TYPE OF ENTITY], whose address is 4056 Calloway Dr. [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 1 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.41-acre portion of the Water Rights. Buyer has agreed to purchase the 0.41-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. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.41-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: John 1, 20 DATE: 1-30-19 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. 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.
5. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] or a total of _____ Dollars (\$ [REDACTED] .00) (the "Purchase Price").
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) 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 Purchased Water Right 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.
7. Miscellaneous.
 - (a) 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.
 - (b) 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.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BN DATE: 1.20.19 PAGE 2 OF 4

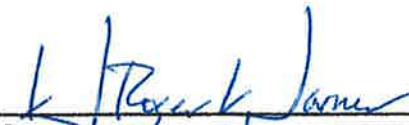
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) 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.
- (f) Essence of Time. Time is of the essence in this Agreement.

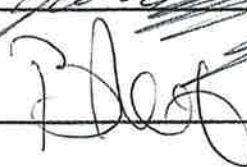
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Managing Member

"BUYER"

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RR, DN DATE: 1.30.19 PAGE 3 OF 4

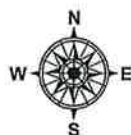
83471

Exhibit 1

Map of Proposed Acre Location



 Parcels
 Irrigated Acres



0 10 20 40 60 80 100 Feet

Lot 1, Block 3

83471

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. 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.
5. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] or a total of _____ Dollars (\$ [REDACTED] 00) (the "Purchase Price").
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) 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 Purchased Water Right 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.
7. Miscellaneous.
 - (a) 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.
 - (b) 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.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

3471

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) 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.
- (f) 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: Managing member

"BUYER"



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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

1 MD DATE: **6/24/19**

PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



Lot 21, Block 2

83471

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS

DATE

PAGE 4 OF 4

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 December [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Rivers Edge Development [NAME], Corporation [TYPE OF ENTITY], whose address is 445 N. 4185 E [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 3 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.5-acre portion of the Water Rights. Buyer has agreed to purchase the 0.5-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. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.5-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

RS

DATE:

12-12-18

PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. 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.
5. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] or a total of _____ Dollars (\$ [REDACTED] .00) (the "Purchase Price").
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) 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 Purchased Water Right 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.
7. Miscellaneous.
 - (a) 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.
 - (b) 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.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

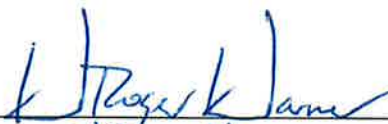
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) 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.
- (f) Essence of Time. Time is of the essence in this Agreement.

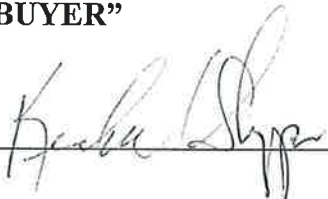
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Managing Member

"BUYER"



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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

Exhibit 1

Map of Proposed Acre Location

**8347 1****AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT**

BUYER AND SELLER'S INITIALS

DATE

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**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 December [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Rivers Edge Development [NAME], Corporation [TYPE OF ENTITY], whose address is 4415 N 4185 E [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 10 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a .5-acre portion of the Water Rights. Buyer has agreed to purchase the .5-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. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a .5-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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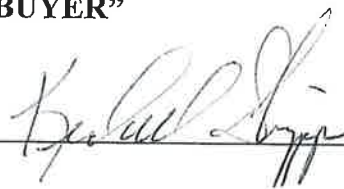
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"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Managing Member

"BUYER"

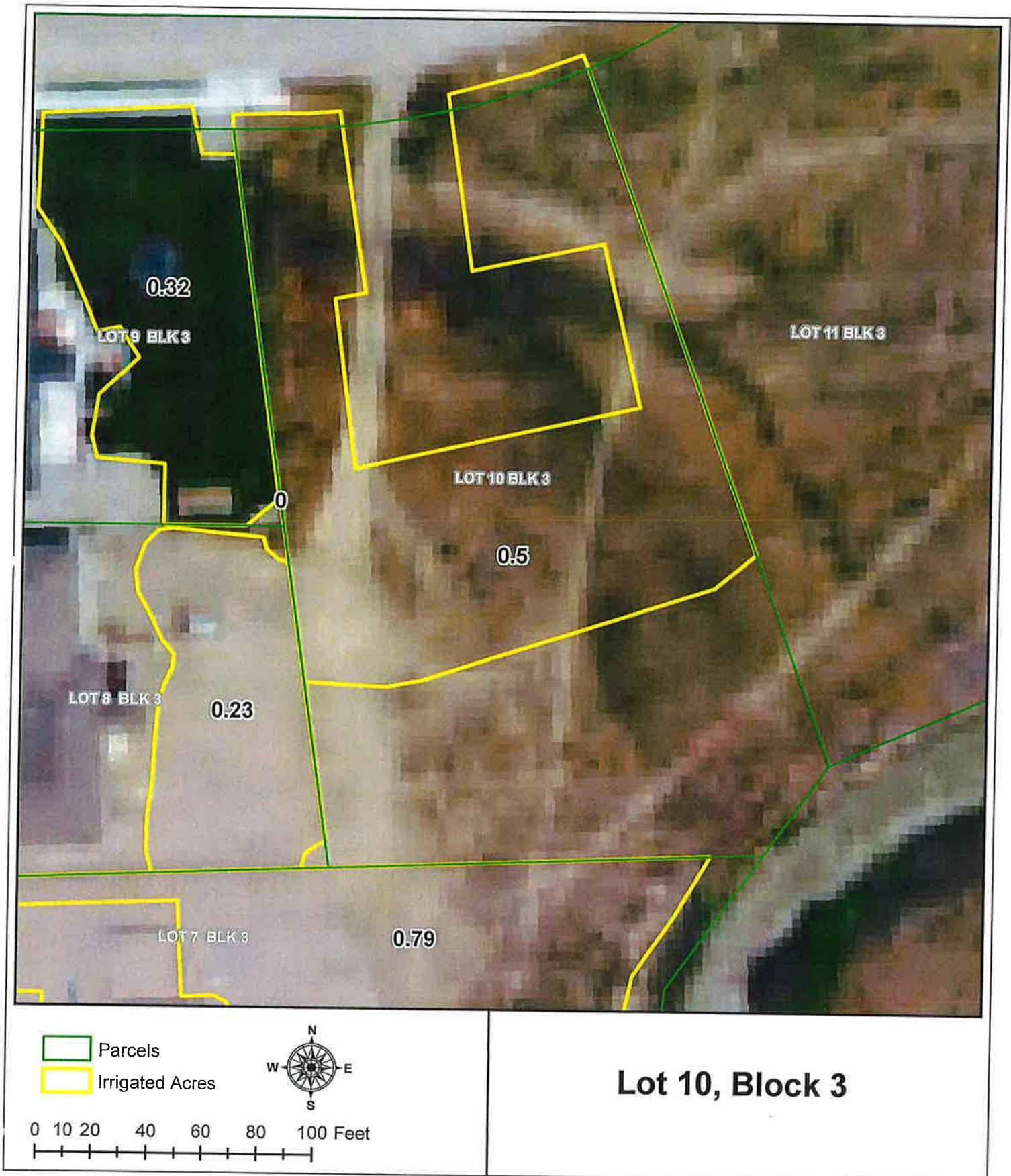


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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

Exhibit 1

Map of Proposed Acre Location

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