

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 83372

RECEIVED
MAY 22 2019

Department of Water Resources

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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) Ferrarone Family Living Trust

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: Gift Deeds documenting water right ownership of Gary and Shannon Summers

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Ferrarone Family Living Trust Phone _____
Mailing address 8 Ryan Ave, Mill Valley, California 94941 Email _____

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

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

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates, Inc Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email kristin.rmea@gmail.com

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

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

[Signature]
Signature of Applicant or Authorized Representative

J. Ferrarone
Print Name and Title if applicable

5.20.19
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Applicant proposes to transfer this purchased ground water right for the maintenance of two ponds and irrigation.

Two other applications are submitted simultaneously to provide for other components necessary for the ponds. See Part 1A.3 for more details.

Narrative to Support Applications*Ferrarone Family Living Trust*

Application for Permit

Application for Transfer of Water Right 22-10762

Application for Transfer of a Portion of Water Right 22-14026

The Ferrarone Family Living Trust owns property located in Sections 32 and 33, T5N R45E, west of Driggs, Idaho about ½ mile east of the Teton River. The property currently has water rights for irrigation and wildlife storage. Water right 22-10762 is for diversion of water from Woods Creek for the irrigation of 16.4 acres and the fill and maintenance of two wildlife ponds. Applicant has also contracted to purchase 10.0 acres of ground water right 22-14026.

Other rights on the property that are not relevant to these applications include 22-14162 and 22-14163, which provide water from an Unnamed Stream and Woods Creek to a recreation pond.

Applicant proposes to enlarge the two wildlife ponds using a combination of water rights applications as described in this narrative. This narrative will also serve to supply information necessary to satisfy Attachment #8a of the transfer applications.

Pond Requirements

The final sizes of the ponds, including the pre-existing areas, have been designed as shown in Table 1. Total pond surface area between the two ponds is 17.7 acres with a final proposed volume of 31.6 acre-feet.

Table 1. Designed Pond Sizes

Pond Size	Final Surface Area (ac)	Final Volume (AF)
East Pond	4	6.3
West Pond	13.7	25.3

Water right 22-10762 already provides some of the needs of the existing ponds, including a surface area of 7.6 acres and 28.2 AFA (15.1 AFA for pond fill and 13.1 AFA for evaporation). The enlargement of the ponds then will require pond fill for an additional 16.5 AFA and evaporation of an additional 10.1 acres of surface area. Table 2 shows an overview of the quantities addressed in the applications.

Table 2. Pond Requirements for Applications

Ponds Measurement	Final Ponds	Existing Authorized 22-10762	Expansion
Surface Area (ac)	17.7	7.6	10.1
Fill Volume (AF)	31.6	15.1	16.5
Evaporation	28.1	13.1	15

Total evaporative losses of a 17.7 acre pond was calculated to be 28.1 AFA using the IDWR Pond Loss Calculation Spreadsheet. This value is based upon the precipitation deficit of Open Water – Shallow Systems, Driggs (NWS-USC00102676), from ET Idaho 2017, with removal of negative values. Figure 1 includes a copy of the Evaporation Loss Calculations from the IDWR Pond Loss Calculation spreadsheet. The existing water right already authorizes 13.1 AFA for evaporative losses, therefore, an additional 15 AFA of consumption needs to be addressed.

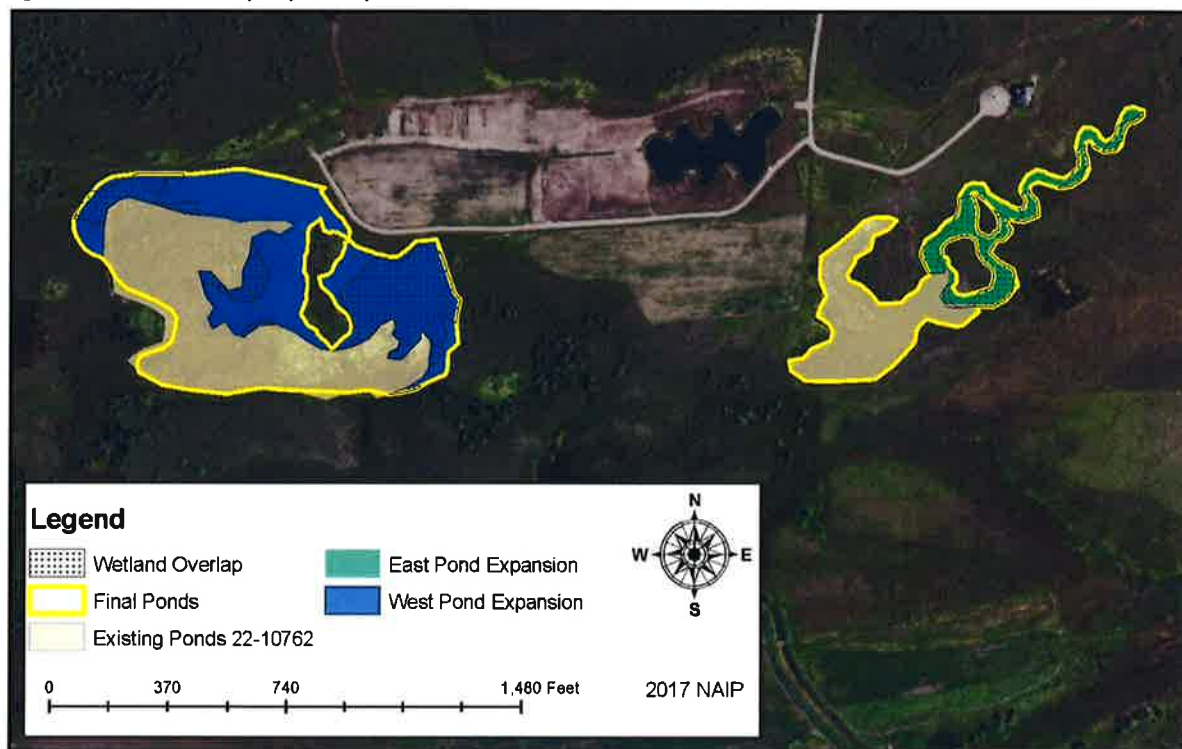
Application for Permit

This application proposes to obtain authorization only for the impoundment of an additional amount of 16.5 AF of water.

Existing land cover at the pond expansion location includes 4.1 acres of delineated wetlands as shown in Figure 2 below. ET Idaho 2017, at the Driggs station, shows that the precipitation deficit of Wetlands – Large Stands is 448 mm/year, or 1.47 AF. The existing consumption of the footprint of the expanded ponds is 6.0 AFA.

$$4.1 \text{ ac} \times 1.47 \text{ AFA} = 6.0 \text{ AFA Wetland Consumption}$$

Figure 2. Wetland overlap of pond expansion.



The increase in consumptive use at the expanded pond location will be 9.0 AFA, the difference between the calculated pond evaporative losses and the current wetland consumption.

$$15.0 \text{ AFA} - 6.0 \text{ AFA} = 9.0 \text{ AFA Increase in Consumptive Use}$$

This Application for Permit does not seek to obtain a consumptive use right. The consumptive component will be mitigated through existing water right 22-10762 and a purchase of a portion of ground water right 22-14026 addressed in the sections below.

It is anticipated that the ponds will fill naturally from ground water due to the locally high water table. The existing ponds do not change water levels once water contributions cease.

The first time fill of the expanded ponds will require 16.5 AF of volume. Although the ponds will fill naturally from ground water, the volume will be mitigated by temporary non-use of the remaining transferred portion of water right 22-14026 that was not required for evaporative losses of the pond. The exact amount of acres required for non-use is determined based on the historical consumptive use of "alfalfa-less frequent cuttings," the historical crop irrigated by water right 22-14206. ET Idaho 2017 (Allen and Robison 2017), using the Driggs (NWS -- USC00102676) station, shows that alfalfa-less frequent cuttings has a net irrigation requirement of 617 mm/yr, or 2.02 ft/yr. (A copy of all ET Idaho 2017 values used in this report are included in Figure 3.) To obtain 16.5 AF for pond fill, it would require non-use of 8.2 acres for one year.

$$16.5 \text{ AF} / 2.02 \text{ ft/yr} = 8.2 \text{ acres}$$

The portion of 22-14026 that is proposed to be transferred to the property only includes 5.6 acres of irrigation. Therefore, it is proposed to leave this amount unused for the first season to mitigate for a portion of the first-time fill. The remaining 2.6 acres will be obtained through a 1-year rental of ground water rights from the Water Supply Bank. The application to rent water will be submitted when a schedule is determined for excavation.

Application for Transfer of Water Right 22-10762

For the purposes of maintenance, both for evaporation and to assist with keeping the pond water fresh, it is proposed to convert a portion of water right 22-10762 to storage. As explained above, the increase in consumptive use resulting from the pond expansion is calculated to be 9.0 AFA.

Current land cover irrigated by water right 22-10762 is Alfalfa—Less Frequent Cuttings. According to ET Idaho 2017, using the Driggs (NWS-USC00102676) station, Alfalfa—Less Frequent Cuttings has a net irrigation requirement of 617 mm/year, or 2.02 ft/year. It will require 4.4 acres of irrigated alfalfa to provide the necessary volume of 9.0 AFA as determined in the following calculation:

$$9.0 \text{ AFA} / 2.02 \text{ ft/yr} = 4.4 \text{ ac}$$

The location of the 4.4 acres to be retired are designated on Attachment #7b of the Application for Transfer of Water Right No. 22-10762. This transfer will result in an increase in quantities for the existing wildlife storage components and a decrease in the total irrigation quantities under this right. Table 3 provides a summary of the proposed changes for this water right.

Table 3. Proposed Changes to Water Right 22-10762

Nature of Use	Existing	Changes	Proposed
Irrigation			
ac	16.4	-4.4	12
cfs	0.27	-0.7	0.2
Storage			
AFA	28.2	9	37.2
cfs	0.23	0.7	0.3

Application for Transfer of Water Right 22-14206

Water right 22-10762, the existing surface water right appurtenant to the property, has a priority date of April 15, 1970. Under administration, this right will not be available during the peak of the irrigation season when temperatures rise because of its junior priority date. Therefore, additional water rights will be needed in an attempt to provide adequate maintenance for the ponds. Applicant is contracted to purchase 10.0 acres of water right 22-14206, a primary ground water right. The contracted portion of this water right is proposed to be transferred to the applicant's property for the purposes of additional irrigation and pond maintenance.

On a draught year when the surface right 22-10762 is curtailed early, ground water may be required to maintain the ponds for nearly the whole season. To ensure that adequate water is available during a worst-case scenario, the full evaporation of the ponds described in the previous section is considered for conversion of the ground water right. Consumptive use requirements are 9.0 AFA. Historical irrigation under 22-14026, described above, indicates a consumptive use value of 2.02 ft/yr. A total of 4.4 acres are required to provide the necessary volume to maintain the pond.

$$9.0 \text{ AFA} / 2.02 \text{ ft/yr} = 4.4 \text{ acres}$$

The remaining purchased acres will be used for irrigation of 5.6 acres on the property, within a larger Permissible Place of Use, as identified in Attachment #7a of the transfer application. A summary of the proposed changes for right 22-14026 is shown in Table 4.

Table 4. Proposed Changes to Water Right 22-14026

Nature of Use	cfs	ac	AFA
Irrigation	0.07	5.6	16.7
Diversion to Storage	0.05	-	-
Wildlife Storage	-	-	9.0

Summary

The final ponds, including the existing and the proposed expansion, will have a total surface area of 17.7 acres and a total volume of 31.6 AF. The storage component of the ponds is proposed to be provided through an Application for Permit for a new water right. Existing water right 22-10762 provides a portion of the water rights required for fill and maintenance of ponds. The additional water required to maintain the ponds is proposed to be provided through two water rights: existing surface right 22-10762 and the purchased ground water right 22-14026. In effect, there will be redundant water rights for maintenance of the ponds, helping to provide sufficient water for evaporation and water for pond refresh, when available. Excess water will spill from the pond into a pond outlet that will flow to the creek. A summary of the proposed applications is shown in Table 5 below.

It is anticipated that total use of the water rights combined for pond use will not exceed those values listed in Table 2 as the final pond requirements.

First time fill of an additional 16.5 AF is proposed to be provided through a single-season non-use of a portion of the transferred water right 22-14026 with the remaining being provided through a Water Supply Bank rental of 2.6 acres.

Table 5. Summary of Proposed Applications

Nature of Use	Application for Permit	App. For Trans. 22-10762	App. For Trans. 22-14026
Wildlife Storage			
Existing (AFA)		28.2	
Additional Pond Fill (AFA)	16.5		
Additional Pond Evap (AFA)		9	9
Total (AFA)	16.5	37.2	9
Diversion to Storage			
Existing (cfs)		0.23	
Proposed (cfs)		0.7	0.05
Final (cfs)		0.3	0.05
Irrigation			
Remaining (ac)		12	5.6
Retired (ac)		4.4	4.4

At this location, there are challenges in reconciling projected land survey boundaries in GIS mapping. In particular, the BLM Public Land Survey lines do not appear to be accurate and appear to have a displacement at this property of up to 112 feet to the east. This creates a discrepancy in the legal description of the displayed parcels. Section lines from Teton County GIS Mapping appear to be more correct for they seem to correspond to the displayed property

lines and existing fence lines. For the purposes of these applications, the transferred water rights will be referred to as pertaining only to the applicant's property in the SWNE, SENE of Section 32 and NWNW, SWNW of Section 33, T5N R45E.

References

Allen, Richard G. and Clarence W. Robison, 2017. Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho: Supplement updating the Time Series through December 2017, Research Technical Completion Report, Kimberly Research and Extension Center, University of Idaho, Moscow, ID.

Figure 1. Evaporation Loss Calculation, an excerpt from the IDWR Pond Loss Calculation Spreadsheet

Evaporation Loss Calculations

This spreadsheet has been designed by Idaho Department of Water Resources to estimate the annual evaporation losses from a pond.

FILE NUMBER	18-0158	USING THIS SPREADSHEET Use the link below to access the Kimberly Research Center website. This website provides the Precipitation Deficit for a station most representative of the pond under examination. The Precipitation Deficit is the total amount of free water surface evaporation minus the precipitation for a given area, which gives the total amount of evaporative losses incurred by the pond. There are several weather sites that are used throughout the state. IDWR staff can find the nearest site using Arc Map. The shape file containing the sites can be found at X:/Spatial/Climate/ETIdahostations.shp.
REVIEWER	Kristin Moore	
DATE	4/17/2019	

User Input
Calculated value
Formula Explanations

The acronyms used on the Kimberly Research Center website are defined below:

P = Precipitation

ET= Evapotranspiration

P_d = Precipitation deficit

P_d =ET-P

Instructions:

1. Use the link below to navigate to ET Idaho 2012.
2. Select the station which is most representative to your pond location.
3. Click Submit Query.
4. Under "Land Covers with Evapotranspiration Estimates," select "Open Water- Shallow Systems (ponds, streams)" or "Open Water- small stock ponds" depending on the pond size.
5. Click the link to "Precipitation Deficit."
6. Reference and copy (ctrl + C) the first subheading "Mean" values.
7. Click the "Paste Values from ET Idaho" button. The table will automatically enter a zero (0) for any negative precipitation deficit values.

Paste Values from ET Idaho

Print Page to PDF

Found at: <http://data.kimberly.uidaho.edu/ETIdaho/>

Precipitation Deficit			
Station:	Driggs (NWS -- 102676)		
Month	mm/day ¹	Days per month	mm/Month
Jan	-0.58	31	0.00
Feb	-0.06	28	0.00
March	0.48	31	14.88
April	1.27	30	38.10
May	1.70	31	52.70
June	3.19	30	95.70
July	3.30	31	102.30
August	3.10	31	96.10
September	2.05	30	61.50
October	0.71	31	22.01
November	-0.29	30	0.00
December	-0.76	31	0.00
Total mm/year =			483.29

PLEASE NOTE: The seasonal average for precipitation deficit should not be used for calculations because precipitation often exceeds evaporation during wetter months of the year. If the pond is kept full, excess precipitation during wetter months does not serve to refill the pond during drier months.

For example, see Sandpoint KSPT (NWS -- 108137), the annual precipitation deficit is -106 mm. However, April through September have positive precipitation deficit values. To properly estimate the annual volume of water necessary to refill a pond due to evaporation losses, the table will automatically enter a zero (0) for each month that the precipitation value is reported as a negative value.

As described above, precipitation offsets evaporation in winter months, so the net effect is that wintertime precipitation deficit is usually zero.

[(mm/yr) ÷ (convert to feet)] X (Surface area of pond, in acres) = Evaporation Loss in Acre Feet

483.29	÷	304.8	) X	17.70	=	28.1 AFA
--------	---	-------	-----	-------	---	----------

**Figure 2. ET_{Idaho} 2017 -- Evapotranspiration and Consumptive Irrigation
Water Requirements for Idaho
Driggs (NWS-USC00102676)**

Alfalfa - less frequent cuttings															
Precipitation Deficit (Click here for a graph)															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season	Non Growing Season	Annual
Mean ^j	mm/day												mm		
Mont	-0.34	-0.04	0.05	0.09	1.88	5.74	4.51	5.06	2.37	0.28	-0.38	-0.58	617	-45	571
15-	-0.37	-0.08	0.1	-0.02	1.9	5.72	4.25	5.16	2.13	0.41	-0.38	-0.55			
7-Day	-0.35	-0.06	0.08	0.02	1.86	5.7	4.37	5.12	2.22	0.35	-0.4	-0.54			
3-Day	-0.34	-0.04	0.05	0.07	1.87	5.72	4.47	5.07	2.31	0.27	-0.38	-0.56			

Open water - shallow systems (ponds/streams)															
Precipitation Deficit (Click here for a graph)															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season	Non Growing Season	Annual
Mean ¹	mm/day												mm		
Mont	-0.58	-0.06	0.48	1.27	1.7	3.19	3.3	3.1	2.05	0.71	-0.29	-0.76	432	0	432
15-	-0.63	-0.16	0.59	1.25	1.77	3.17	3.27	3.06	1.93	0.79	-0.27	-0.74			
7-Day	-0.61	-0.13	0.55	1.24	1.71	3.14	3.26	3.08	1.98	0.77	-0.3	-0.72			
3-Day	-0.59	-0.08	0.48	1.27	1.7	3.17	3.29	3.1	2.02	0.71	-0.29	-0.73			

Wetlands - large stands															
Precipitation Deficit (Click here for a graph)															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season	Non Growing Season	Annual
Mean ¹	mm/day												mm		
Mont	-0.71	-0.32	-0.18	-0.06	-0.26	1.43	4.65	5.77	1.83	-0.34	-0.62	-0.85	448	-100	319
15-	-0.76	-0.38	-0.09	-0.13	-0.27	1.38	4.67	5.83	1.59	-0.22	-0.63	-0.81			
7-Day	-0.74	-0.36	-0.13	-0.1	-0.3	1.37	4.65	5.81	1.67	-0.26	-0.64	-0.8			
3-Day	-0.72	-0.32	-0.18	-0.07	-0.27	1.4	4.65	5.78	1.77	-0.34	-0.62	-0.8			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	22-14026	0.07 cfs	Irrigation	4/15 to 10/31	Ground water
☐ ☐		0.05 cfs	Diversion to Storage	4/15 to 10/31	Ground water
☐ ☐		9.0 afa	Wildlife Storage	1/01 to 12/31	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.12 cfs and/or 9 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.12 cubic feet per second and/or 9 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 #
y			SE	NE	32	5N	45E	TETON	GROUND WATER	

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	45E	32				39													39
					W	W													
		33						40	40										80
									W										
Total Acres (for irrigation use)																			119

Limited to 5.6 ac

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:

A new well will provide water through a mainline to irrigation areas and the two ponds for maintenance. The system can be equipped with a measuring device and lockable controlling works when installed.

- 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:

The land now irrigated has been retired from irrigation under this right already. The right has been in the Water Supply Bank until it could be relocated.

- 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:

No other water rights at existing POD/POU. At proposed POD, no other water rights. At proposed POU, a new application for pond storage is proposed. Also, right 22-10762 provides irrigation to adjacent acres and the existing ponds and is proposed to supply the proposed ponds through a companion transfer application.

- 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



WATER RIGHT REPORT

3/14/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 22-14026

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GARY SUMMERS
Current Owner	SHANNON SUMMERS
	1177 E 9TH N
	REXBURG, ID 83440
	2083510077

Priority Date: 06/19/1961

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/15	2.2 CFS	546.9 AFA
Total Diversion			2.2 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NENE|Sec. 12|Township 05N|Range 45E|TETON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	45E	11		SWNE	26.5		SENE	24.7						
		12		NENE	35		NWNE	37.8						
				SWNW	23.3		SENE	35						

Total Acres: 182.3

Conditions of Approval:

1. S37 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than November 24, 2008.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 11/24/2008

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: TBD

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s): GARY SUMMERS
SHANNON SUMMERS

Lease Status: Active

Lease Amount: 1.58cfs

Rental Availability: 1.58cfs

Date Received: 7/18/2016

Lease Begin Date: 1/1/2016

Expiration Date: 12/31/2020

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

- 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.

B. CHANGES IN NATURE OF USE (Water Balance) **Included in Part 1A.3**

- ### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- 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:

[illegible]

Transfer contains _____ pages and _____ attachments.

Received by SC Date 5/28/19 Preliminary check by _____ Date _____
 Fee paid 450 Date 5/28/19 Received by mp Receipt # BD45005
 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)

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 January, 2019 (the "Effective Date"), by and between **Gary Summers and Shannon Summers**, husband and wife, whose address is 1177 E 9th N, Rexburg, Idaho 83440 (hereinafter "Seller"), and **Ferrarone Family Living Trust**, whose address is 8 Ryan Ave, Mill Valley, California 94941 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 22-14026 (the "Water Right"), which was decreed on November 24, 2008 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 June 19, 1961. The Water Right is more fully described in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy, a 10-acre portion of the Water Right. Buyer has agreed to purchase the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

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

Source:	Ground water
Purpose:	Irrigation
Priority:	June 19, 1961
Quantity (Diversion Rate):	0.12 cfs of the total authorized 2.2 cfs
Quantity (Volume):	30 acre-feet per annum
Place of Use (Acreage):	10 acres of the 182.3 authorized acres identified on Exhibit 2 .

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

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all portions of any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 10% of the Purchase Price, which is [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 14 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location. The Parties will cooperate in obtaining IDWR approval of the Transfer, and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
 - (a) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 10 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.
 - (b) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.

7. Closing.

- (a) Water Bank Release. If necessary and prior to Closing, Seller shall undertake all necessary actions and file all necessary documents with the Department and the Idaho Water Resource Board to release the Purchased Water Right from the Idaho Water Supply Bank on or before May 15, 2019. If the Purchased Water Right is not released from the Idaho Water Supply Bank on or before May 15, 2019, Buyer may, in Buyer's sole and absolute discretion, terminate this Agreement, and in such instance, the Earnest Money shall be returned to Buyer within 14 days of receipt of notice of termination.
- (b) Closing Date. If (1) no protest to the Transfer is filed with IDWR; and (2) Buyer does not exercise the contingency set forth in paragraph 6(a) of this Agreement; and (3) the Idaho Water Supply Bank release is obtained prior to May 15, 2019, then Closing on the Purchased Water Right shall occur within 30 days after the date all of the above three items are satisfied. If a protest or other objection to the Transfer is filed with IDWR and Buyer does not exercise the contingency set forth in paragraph 6(b) of this Agreement, the Closing shall occur with 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (c) Closing Location. The Closing shall occur at the offices of Rigby Andrus & Rigby Law, P.L.L.C, or at another location mutually agreed by the Parties.
- (d) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price less the Earnest Money.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
- (e) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

- 8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its

property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:
 - (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
 - (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
 - (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (d) Not Forfeited. No portion of the Purchased Water Right has not been forfeited or abandoned in whole or in part.
 - (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:
 - (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
 - (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.
11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as

of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.

12. 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, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Gary Summers and Shannon Summers 1177 E 9 th N Rexburg, ID 83440	Ferrarone Family Living Trust 8 Ryan Ave Mill Valley, CA 94941
<u>Seller's Representative</u>	<u>Buyer's Representative</u>

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Broker.
- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees)

incurred by Seller on account of or arising from any such claim, demand or suit.

- (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (j) 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.
- (k) 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"

Gary Summers
Gary Summers

Shannon Summers
Shannon Summers

"BUYER"

By: _____, Trustee
Ferrarone Family Living Trust

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

"SELLER"

Gary Summers

Shannon Summers

"BUYER"

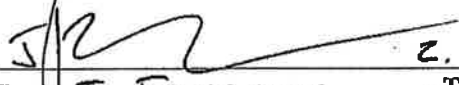
 2.5.19
By: J. Ferrarone, Trustee
Ferrarone Family Living Trust

Exhibit 1

The "Water Right"

9/25/2018

Water Right Report

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/25/2018

WATER RIGHT NO. 22-14026

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GARY SUMMERS
Current Owner	SHANNON SUMMERS
	1177 E 9TH N
	REXBURG, ID 83440
	2083510077

Priority Date: 06/19/1961
Basis: Decreed
Status: Active
Water Supply Bank Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/15	2.2 CFS	546.9 AFA
Total Diversion			2.2 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NENE|Sec. 12|Township 05N|Range 45E|TETON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	45E	11		SWNE	26.5		SENE	24.7						
		12		NENE	35		NWNE	37.8						

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=14026&SplitSuffix=%20%20&TypeWaterRight=T...> 1/3

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 8

83372

9/25/2018

Water Right Report

		SWNW 23.3	SEnw 35				
--	--	-----------	---------	--	--	--	--

Total Acres: 182.3

Conditions of Approval:

1. S37 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than November 24, 2008.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 11/24/2008

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s): **GARY SUMMERS**
SHANNON SUMMERS

Lease Status: Active

Lease Amount: 1.58cfs

Rental Availability: 1.58cfs

Date Received: 7/18/2016

Lease Begin Date: 1/1/2016

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=14026&SplitSuffix=%20%20&TypeWaterRight=T...> 2/3

9/25/2018

Water Right Report

Expiration Date: 12/31/2020

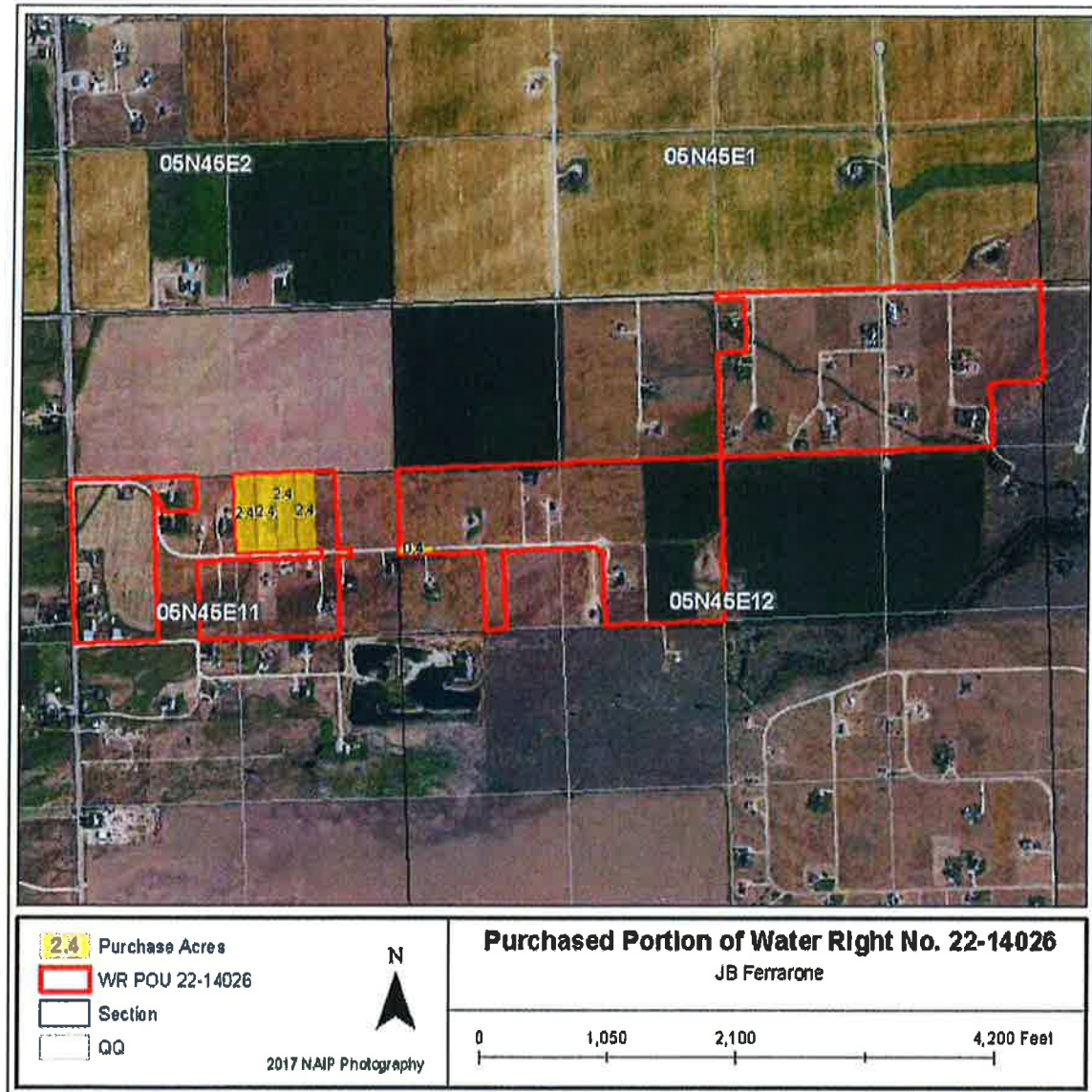
Close

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=14026&SplitSuffix=%20%20&TypeWaterRight=T...> 3/3

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 10

83372

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



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 11

83372

**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Rocky Mountain Environmental Associates, Inc
482 Constitution Way Ste 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Gary Summers and Shannon Summers, husband and wife, whose address is 1177 E 9th N, Rexburg, Idaho 83440 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **JB Ferrarone**, whose address is 8 Ryan Ave, Mill Valley, California, 94941 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

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

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

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

DATED this _____ day of _____, 20_____.

"GRANTOR"_____
Gary Summers_____
Shannon Summers

STATE OF IDAHO)
)ss.
County of _____)

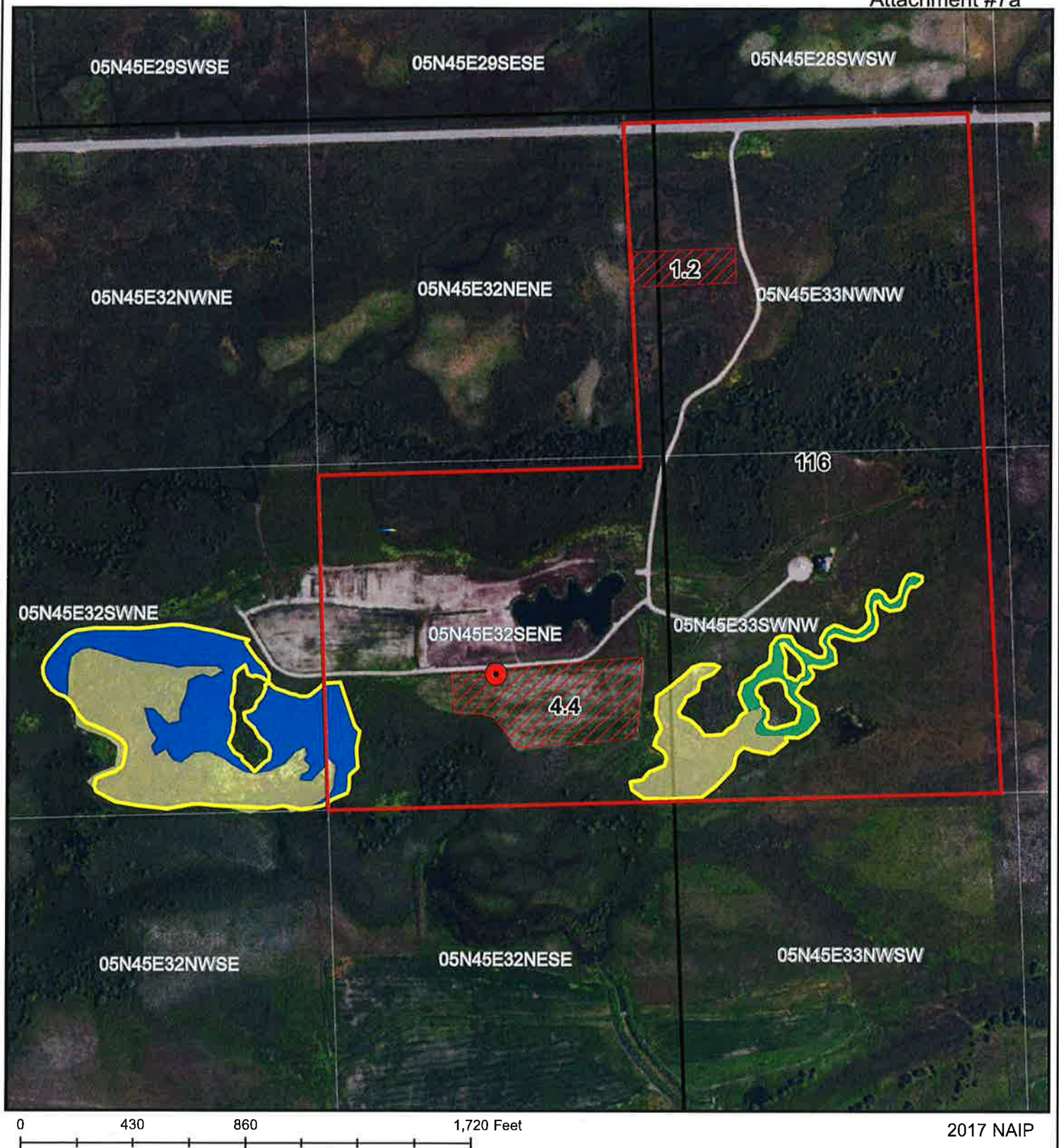
On the ____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared Gary Summers and Shannon Summers, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

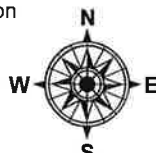
(seal)

Notary Public for _____
Residing at: _____
Commission Expires: _____

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

**Legend**

- | | |
|-------------------------|---------------------|
| Proposed Well | East Pond Expansion |
| Proposed PPU | West Pond Expansion |
| Proposed Irrigation POU | Twp & Rng |
| Final Ponds | Section |
| Existing Ponds 22-10762 | QQ |



App for Transfer 22-14026

Ferrarone Family Living Trust

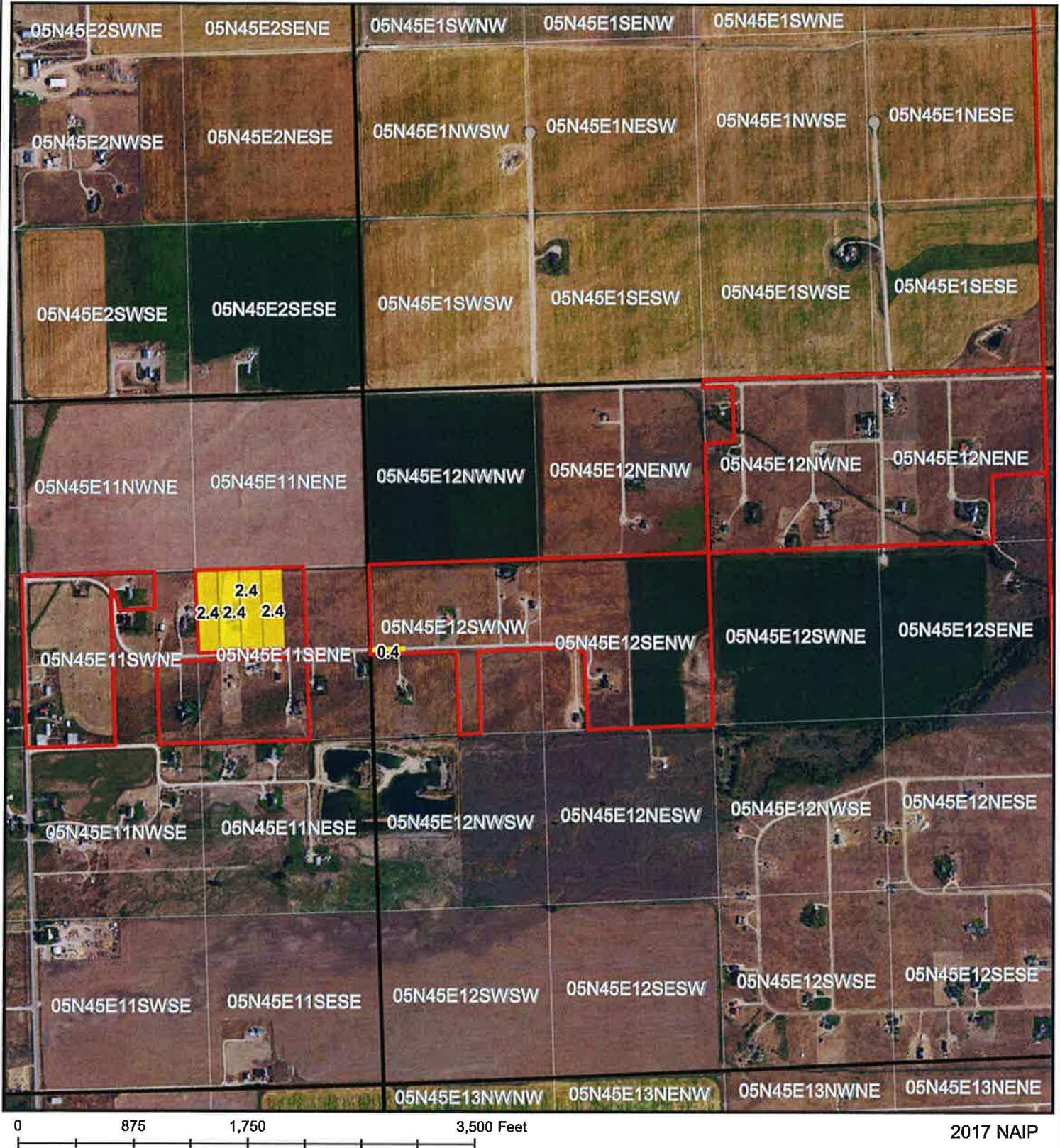
RMEA #18-0158

by: KM

Date: 5/16/2019

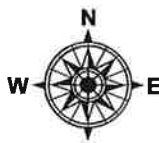


83372



Legend

- WRPOU 22-14026
- Sold Acres
- Twp & Rng
- Section
- QQ



App for Transfer 22-14026

Ferrarone Family Living Trust

RMEA #18-0158

by: KM

Date: 4/18/2019



83372

Instrument # 230201

TETON COUNTY, IDAHO

10-25-2013 01:01:40 No. of Pages: 2

Recorded for : RIGBY ANDRUS RIGBY

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

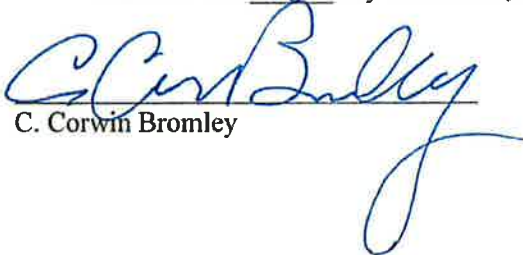
FOR VALUE RECEIVED, C. Corwin Bromley and Monika Bromley, of 7331 S. Flanders St., Centennial, CO 80016, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

DATED this 18th day of October, 2013


C. Corwin Bromley


Monika Bromley

Instrument # 230354

TETON COUNTY, IDAHO

11-6-2013 03:26:03 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY

MARY LOU HANSEN

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

FOR VALUE RECEIVED, Kirby C. Bromley and Slavina B. W. Bromley, of HC 45 Box 820, Lodge Grass, MT 59050, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

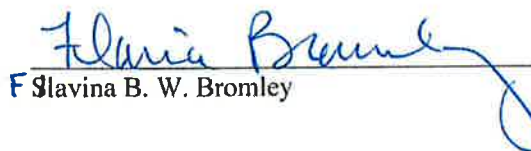
WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 28 day of October, 2013


Kirby C. Bromley


Slavina B. W. Bromley

Instrument # 230314

TETON COUNTY, IDAHO

11-1-2013 02:56:57 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

FOR VALUE RECEIVED, Charles E. Stuart and Susan K. Stuart, of 11817 Chateau Way, Truckee, CA 96161, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this day.

DATED this 28th day of October, 2013


Charles E. Stuart


Susan K. Stuart

See attached California
All purpose Acknowledgment

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of NEVADAOn OCTOBER 28, 2013 before me, LORRAINE TARANTINO-NOTARY PUBLIC
(Here insert name and title of the officer)personally appeared CHARLES EDWARD STUART JR. and SUSAN KAY STUART

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

GRANT DEED

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Instrument # 222275

TETON COUNTY, IDAHO

5-25-2012 01:36:00 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY CHTD

MARY LOU HANSEN

Fee: \$3.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

FOR VALUE RECEIVED, Cynthia L. Hendricks, of 3305 Kerry Dr., Rapid City, SD 57702, hereinafter called "Grantor"; does hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

DATED this 8th day of May, 2012

Cynthia L. Hendricks
Cynthia L. Hendricks



Rocky Mountain
ENVIRONMENTALSM
ASSOCIATES, INC.

RECEIVED
MAY 22 2019
Department of Water Resources
Eastern Region

May 22, 2019

RMEA 18-0158

Idaho Department of Water Resources
900 N Skyline Dr. Ste A
Idaho Falls, ID 83404

Re: New applications for the Ferrarone Family Living Trust

Dear Agent,

Please find enclosed three applications and a check in the amount of \$1,425 for filing fees as described below:

Application for Permit	\$500
Application for Transfer of 22-14026	\$200
Change in Nature of Use	\$250
Application for Transfer of 22-10762	\$200
Change in Nature of Use	\$250
Change in Ownership	\$25
	<u>\$1,425</u>

Please contact our office with any questions regarding these applications.

Thank you,

Kristin Moore
Senior Water Rights Analyst

Enclosures: Application for Permit
 Application for Transfer of 22-14026
 Application for Transfer of 22-10762
 Check #20402