

APR 04 2019

DEPT OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESTransfer No. **83132****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](http://idwr.idaho.gov).

Name of Applicant(s) COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON 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](http://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 specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☒ ☐ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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DEPT OF WATER RESOURCES  
SOUTHERN REGION

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON Phone 208-726-7238  
Mailing address 600 Sixth Street S. Kirkland, WA 98033 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**.

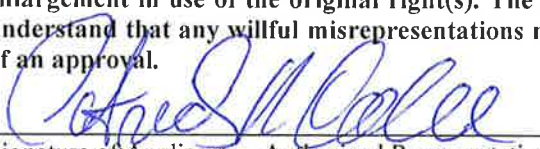
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Brockway Engineering PLLC c/o Zach Latham Phone 208-736-8543  
Mailing address 2016 Washington St. N Suite #4 Twin Falls, ID 83301 Email zach.latham@brockwayeng.c

- ☐ 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 of Applicant or Authorized Representative

PATRICK R COLEE  
Print Name and Title if applicable

MARCH 1, 2019  
Date

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Print Name and Title if applicable

\_\_\_\_\_  
Date

### A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
 ☐ Add diversion point(s)
 ☒ Change place of use

☐ Change nature of use
 ☐ Change period of use
 ☐ Other \_\_\_\_\_
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?  
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.  
Applicant seeks to transfer 1.0 acres of 37-20900 to property owned by applicant while creating an 3.3 acre  
permissible place of use in which 1.0 acres will be irrigated. See attached purchase and sale agreement.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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DEPT OF WATER RESOURCES  
SOUTHERN REGION

**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><br>(cfs/ac-ft) | <u>Nature of Use</u> | <u>Period of Use</u> | <u>Source &amp; Tributary</u> |
|-----------------------------------------------------------------------------|---------------------|------------------------------|----------------------|----------------------|-------------------------------|
| All or Part<br><input type="checkbox"/> <input checked="" type="checkbox"/> | 37-20900            | 0.01 / 3.5                   | Irrigation           | 3/15 to 11/15        | Ground Water / NA             |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |
| <input type="checkbox"/> <input type="checkbox"/>                           |                     |                              |                      | to                   |                               |

Total authorized under rights 0.20 cfs and/or 66.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.01 cubic feet per second and/or 3.5 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 # |
|-------|-----|---|----|----|-----|-----|-----|--------|--------------|---------------------|
| NO    |     |   | NW | NE | 23  | 5N  | 17E | BLAINE | GROUND WATER | EXISTING 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 |             |
| 5N  | 17E | 23  |      | 2.1 |    |    | 1.2  |    |    |    |      |    |    |    |      |    |    |    | 3.3         |
|     |     |     |      |     |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|     |     |     |      |     |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|     |     |     |      |     |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|     |     |     |      |     |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|     |     |     |      |     |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|     |     |     |      |     |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |

\*IRRIGATION WITHIN PROPOSED PPU LIMITED TO 1.0 ACRES.

**Total Acres (for irrigation use)** 3.3

**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:

Irrigation water will be diverted through existing well and applied to applicant's property through existing buried pressurized irrigation system.

- 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:  
N/A.

- 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: N/A.

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:

1.0 acre currently authorized to be irrigated at the place of use associated with 37-20900, will no longer be irrigated after transfer approval.

- 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:

None.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- |                                     |                                     |                                                                                               |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | undergone a period of five or more consecutive years of non-use,                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | currently leased to the Water Supply Bank,                                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | currently used in a mitigation plan limiting the use of water under the right, or             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

All of 37-20900 is leased and rented through IDWR water supply bank rental contracts 251 and 262.



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

**Current Water Right No.:** 37-20900

**Current Owner:** SAGEWILLOW LLC

**Priority Date:** 1/6/1975

**Origin:** Water Right

**Status:** Water Supply Bank      Active

**Basis:** Decreed

**Source**

**Tributary**

GROUND WATER

| <u>Beneficial Use</u> | <u>From To</u>         | <u>Diversion Rate</u> | <u>Annual Volume</u> |
|-----------------------|------------------------|-----------------------|----------------------|
| IRRIGATION            | 03/15 to 11/15         | 0.2 CFS               | 66.5 AF              |
|                       | <u>Total Diversion</u> | 0.2 CFS               | 66.5 AF              |

**Location of Point(s) of Diversion**

GROUND WATER

NW1/4SW1/4      Sec. 16,    Twp 04N,    Rge 18E B.M.

BLAINE County

**Place of Use**

IRRIGATION Within BLAINE County

T04N R18E S16      SWNW      19.00

Total Acres: 19

**Conditions of Approval:**

1.      P21      THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-7416B.
2.      C18      This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 9/24/2010

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

### 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 appears to be a standard notebook page or a sheet of stationery.

**FOR DEPARTMENT USE ONLY**

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

Received by A. SKINNER Date 4/4/19 Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_

Fee paid \$225.00 Date 4/4/19 Received by A. SKINNER Receipt # 5037250

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)

**Instrument # 628078**

HAILEY, BLAINE, IDAHO  
07-16-2015 11:12:44 AM No. of Pages: 4  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$19.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received

Cynthia Yorkin, Trustee of the Yorkin Sun Valley Qualified Personal Residence Trust dated August 27, 1997, an undivided one third (1/3) tenant in common interest and, Cynthia Yorkin, Trustee of the Yorkin Sun Valley Second Qualified Personal Residence Trust dated August 27, 1997, an undivided one third (1/3) tenant in common interest, and Cynthia Yorkin, Trustee of the Yorkin Sun Valley Third Qualified Personal Residence Trust dated August 27, 1997, an undivided one third (1/3) tenant in common interest

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Patrick R. Colee and Diane F. Colee, husband and wife

the Grantee, whose current address is: 600 6th St. S., Kirkland, WA 98033

the following described premises, to-wit:

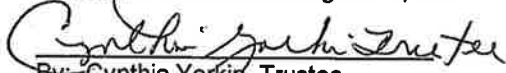
SEE EXHIBIT "A" ATTACHED HERETO

**SUBJECT TO:** Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

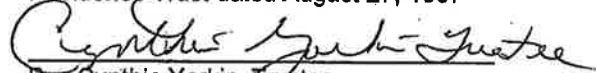
**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that said premises are free from all encumbrances and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 13 day of July, 2015.

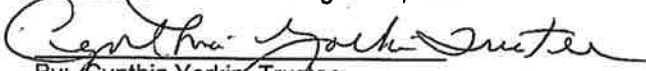
Yorkin Sun Valley Qualified Personal  
Residence Trust dated August 27, 1997

  
By: Cynthia Yorkin, Trustee

Yorkin Sun Valley Second Qualified Personal  
Residence Trust dated August 27, 1997

  
By: Cynthia Yorkin, Trustee

Yorkin Sun Valley Third Qualified Personal  
Residence Trust dated August 27, 1997

  
By: Cynthia Yorkin, Trustee

State of Idaho  
County of Blaine

On this \_\_\_\_ day of July, 2015, before me, the undersigned, a Notary Public, in and for said State, personally appeared Cynthia Yorkin, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Trustee of the Yorkin Sun Valley Personal Residence Trust, Trustee of the Yorkin Sun Valley Second Qualified Personal Residence Trust and Trustee of the Yorkin Sun Valley Third Qualified Personal Trust, the Trust that executed the within instrument and acknowledged to me that she executed the same on behalf of said Trust(s).

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public Kathy Seal  
Residing at: \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

California Notarial Seal  
on attached  
Acknowledgment

A.G.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land lying in HOMESTEAD ENTRY SURVEY NO. 129, as filed for record in the office of the Blaine County Recorder, Hailey, Idaho and more particularly described as follows:

COMMENCING at the brass cap marking Corner No. 2 of said HOMESTEAD ENTRY SURVEY NO. 129; Thence North 30°06' West 393.17 feet along the Southwesterly boundary of said HOMESTEAD ENTRY SURVEY NO. 129, to an iron pin, also said point being the REAL POINT OF BEGINNING;

Thence continuing North 30°06' West 196.59 feet along the said Southwesterly boundary of Homestead Entry Survey No. 129 to an iron pin;

Thence North 54°44' East 737.73 feet along a line Northwesterly of and parallel to the Southeasterly boundary of said Homestead Entry Survey No. 129 to an iron pin on the Southwesterly boundary of U.S. Highway 93;

Thence South 23°29' East 200.00 feet along the Southwesterly boundary of U.S. Highway 93 to an iron pin;

Thence South 54°44' West 714.58 feet along a line Northwesterly of and parallel to the said Southeasterly boundary of Homestead Entry Survey No. 129 to the POINT OF BEGINNING. (Tax Lot 3822)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

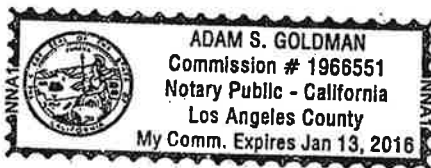
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Los Angeles )  
 On July 13<sup>th</sup>, 2015 before me, Adam S. Goldman, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Cynthia Yorkin  
 Name(s) of Signer(s)

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 [Signature]  
 Adam S. Goldman, Notary Public  
 Commission # 1966551 Expires: 01-13-2016

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** Warranty Deed

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Cynthia Yorkin  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☒ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Yorkin Sun Valley Residence Trust  
 Signer Is Representing: Yorkin Sun Valley Second Qualified Residence Trust

*Qual. Res. Trust*

**AGREEMENT FOR PURCHASE AND SALE  
OF WATER RIGHTS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS ("Agreement") is made and entered into this 6 day of February 2019, by and between SAGEWILLOW, LLC, a Nevada limited liability company (the "Seller"), and COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON TRUST (the "Buyer").

**RECITALS**

WHEREAS, the Seller owns Water Right 37-20900 for irrigation of nineteen (19) acres appurtenant to land located in the City of Sun Valley, County of Blaine, State of Idaho (the "Water Right"); and

WHEREAS, the Buyer desires to purchase a portion of the Water Right from the Seller on the terms and conditions set forth below;

NOW, THEREFORE, inconsideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

**ARTICLE 1**

Sale of Water Right

1.1 The Seller agrees to sell and convey, and the Buyer agrees to purchase, one (1) acre of the Water Right to be transferred to Buyer's intended use as described in the Transfer Application (the "Transfer Application") to be filed by the Buyer (the "Transferred Water Right").

**ARTICLE 2**

Purchase Price/Closing Date/Contingency

2.1 The Purchase Price shall be

2.2 Earnest money:

2.2.1 Upon execution of this Agreement by both parties, the Buyer will immediately deposit into escrow with the law firm of Speck & Aanestad, A Professional Corporation, 120 East Avenue North, Ketchum, Idaho 83340 ("Escrow Agent") the sum of \_\_\_\_\_ as earnest money.

2.2.2 All earnest money identified in Section 2.2.1 shall be applied to the Purchase Price at Closing; however, in the event the IDWR does not approve the water right transfer on terms and conditions acceptable to Buyer, in Buyer's sole discretion, the earnest money shall be returned to Buyer, and all further obligations under this Agreement shall cease and become null and void.

2.3 Closing:

2.3.1 All earnest money, together with the balance of the Purchase Price, that is shall be delivered to the Seller at Closing.

2.3.2 Unless the parties agree otherwise, in writing, Closing shall occur within fifteen (15) days after Idaho Department of Water Resources' ("IDWR") approval of the Transfer Application, on terms and conditions acceptable to Buyer, in Buyer's sole discretion, and such decision becomes final and non-appealable.

2.3.3 In the event the transfer of the Transferred Water Right is not approved by IDWR as described in Section 2.3.2, above, Buyer shall have the option, but not the obligation, to proceed to Closing.

2.3.4 In the event IDWR has approved the Transfer Application, all Seller's conditions to close are met and Buyer fails to close on the Closing Date, Buyer shall forfeit all earnest money to Seller.

2.4 Neither Seller nor Buyer has used a broker with respect to this transaction, and each agrees to indemnify and hold the other party harmless from any and all claims for a commission arising from third parties claiming to represent them in connection with this sale.

ARTICLE 3

Warranties and Disclaimer

3.1 Representations and Warranties. Buyer and Seller represent and warrant one to the other that they have the power and authority to enter into this Agreement and the further agreements contemplated hereby, to be bound by, and to perform such agreements. The Parties hereto provide the follow representations and warranties, all of which shall be valid as of Closing and survive Closing:

3.1.1 By Seller:

- i. Upon consummation of the contemplated purchase, the lands to which the Transferred Water Right are appurtenant will no longer be irrigated unless Seller develops or obtains and transfers a new water right to such lands for irrigation;
- ii. To Seller's actual knowledge, there are no contracts, actions, claims or proceedings pending that affect the Transferred Water Right, except the following:
  - a. Water Supply Bank Lease Contract No. 753 (copy attached hereto as **Exhibit A**) wherein the Seller has leased the Water

Right to the Idaho Water Supply Bank through December 31, 2022;

- b. Water Supply Bank Rental Agreement No. 262 (copy attached as Exhibit B) wherein Beaver Springs Owners Association, Inc. has rented a portion of the Water Right from the Water Supply Bank through December 31, 2019; and
- c. Water Supply Bank Rental Agreement No. 251 (copy attached as Exhibit C) wherein the Otis Booth Residence Trust has rented a portion of the Water Right from the Water Supply Bank through December 31, 2020.

Seller represents and warrants that as of the Closing the Transferred Water Right shall no longer be subject to any of the above-referenced Water Supply Bank Lease Contract or Rental Agreements.

- iii. Seller has not assigned or conveyed, or contracted to assign or convey, the Transferred Water Right or any claim thereto to any other person entity;
- iv. Seller has good and marketable title to the Water Rights, and Seller shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Rights on or before Closing;
- v. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder; and
- vi. Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

3.1.2 By Buyer:

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

ARTICLE 4

Deed

4.1 Title shall be conveyed by a Quitclaim Deed at Closing, in substantially the form attached hereto as Exhibit "A."

D

ARTICLE 5

Water Right Transfer

5.1 Transfer Application. Buyer shall be responsible to pay for all fees and costs of the transfer, whether or not the transfer is approved by IDWR. Buyer shall file the Transfer Application within sixty (60) days from the date of this Agreement, unless an extension is agreed to in writing by the parties hereto. As the current owner of the Water Right, Seller agrees to cooperate in the Transfer Application by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision. In the event Buyer fails to timely submit the Transfer Application through no fault of Seller, Buyer shall forfeit all earnest money to Seller and this Agreement shall terminate.

## ARTICLE 6 Miscellaneous Provisions

6.1 Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Seller and Buyer contained in this Agreement shall survive the Closing hereunder.

6.2 Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

6.3 Number and Gender of Persons. The terms "Buyer" and "Seller" are used herein without regard to the number or gender of the persons constituting such parties. If the Seller and/or the Buyer consist of two or more persons, including, but not limited to, individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

6.4 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

6.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

6.6 Time is of the Essence. Time is of the essence in connection with the duties and obligations contained herein.

6.7 Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

6.8 Entire Agreement. The Seller and Buyer acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyer agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

6.9 Severance and Validity. In the event any provision of this Agreement or any part hereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

6.10 Confidentiality. Buyer and Seller agree to maintain the terms of this Agreement in strict confidence, including, but not limited to, the substance of materials exchanged between the parties and the substance of information obtained by either party with respect to the Agreement.

6.11 Notices. All notices and communications under this Agreement shall be in writing, sent to the parties and their respective legal counsel, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, or (iii) sent by facsimile or electronic mail with the original to follow by mail in the manner described above. The physical and mailing addresses and facsimile numbers for the purposes of this paragraph are as follows:

| <u>Recipient</u>     | <u>Physical Address</u>                                                                                         | <u>Mailing Address</u>                                                                                      | <u>Facsimile and E-Mail</u>                     |
|----------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Seller:              |                                                                                                                 | Sagewillow, LLC<br>c/o Edmund E. Dumke<br>P.O. Box 3118<br>Ketchum, ID 83340                                | <u>edumke@mac.com</u>                           |
| Seller's<br>Counsel: | James P. Speck<br>Speck & Aanestad<br>A Professional<br>Corporation<br>120 East Ave. N.<br>Ketchum, Idaho 83340 | James P. Speck<br>Speck & Aanestad<br>A Professional<br>Corporation<br>P.O. Box 987<br>Ketchum, Idaho 83340 | 208-726-0752<br><u>jim@speckandaanestad.com</u> |

Buyer:

Pat Colee  
ATTN: Melissa Garred,  
Corporate Paralegal  
600 6th Street S.  
Kirkland, WA 98033

Pat Colee  
ATTN: Melissa Garred, [mgarred@noblehousehotels.com](mailto:mgarred@noblehousehotels.com)  
Corporate Paralegal  
600 6th Street S.  
Kirkland, WA 98033

Buyer's  
Counsel:

Mr. Gary Slette  
ROBERTSON &  
SLETTE  
P.O. Box 1906  
142 3rd Ave. North  
Twin Falls ID 83303-1906

Mr. Gary Slette  
ROBERTSON &  
SLETTE  
P.O. Box 1906  
142 3rd Ave. North  
Twin Falls ID 83303-  
1906

[gslette@rsidaholaw.com](mailto:gslette@rsidaholaw.com)

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Water Rights the day and year first above written.

**BUYER:**

COLEE FAMILY TRUST U/T/D  
DECEMBER 30, 1997, A WASHINGTON  
TRUST

Dated: 01/31/2019

By: Patrick R. Colee  
Patrick R. Colee, Co-Trustee

By: Diane F. Colee  
Diane F. Colee, Co-Trustee

**SELLER:**

SAGEWILLOW, LLC

Dated: 2/6/2019

By: Edmund E. Dumke  
Edmund E. Dumke  
Manager

## Quitclaim Deed

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FOR VALUE RECEIVED, SAGEWILLOW, LLC, a Nevada limited liability company, whose address is c/o Ed Dumke, Jr., P.O. Box 3118, Ketchum, ID 83340 ("Grantor"), does hereby convey, release, remise and forever quitclaim unto COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON TRUST, whose address is ATTN: Melissa Garred, Corporate Paralegal, 600 6th Street S., Kirkland, WA 98033 ("Grantee") and to Grantee's heirs, successors and assigns forever, all of Grantor's right, title and interest in and to the following water right, 37-\_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has signed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Edmund E. Dumke  
Manager

STATE OF \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ ) SS.

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019  
by Edmund E. Dumke as manager of SAGEWILLOW, LLC

Notary Public for \_\_\_\_\_  
Commission expires: \_\_\_\_\_

RECEIVED

APR 10 2019

DEPT OF WATER RESOURCES  
SOUTHERN REGION

**AMENDMENT AND RESTATEMENT  
OF COLEE FAMILY TRUST**

We, PATRICK R. COLEE ("Pat") and DIANE COLEE ("Diane"), as the Settlers and Trustee, executed the Colee Family Trust on December 30, 1997 ("the Trust"). Pursuant to our reserved rights, we hereby amend and restate the Trust in its entirety as follows:

**ARTICLE 1  
TRUST PROPERTY**

1.1. Name of Trust. This trust is known as the Colee Family Trust.

1.2. Transfers to Trust. We have transferred and delivered to the Trustee certain assets to be held and administered by the Trustee in accordance with this agreement, and the Trustee hereby acknowledges receipt of those assets. Either or both of us may transfer additional property to the Trustee. Unless the Trustee is notified in writing by the donor at the time of the contribution, all property contributed to the Trust shall be deemed to be our community property, and property shall retain its character as community or separate whether held in or distributed from the Trust. Once accepted by the Trustee, additional property shall be subject to all provisions of this agreement.

**ARTICLE 2  
IDENTIFICATION OF FAMILY**

At this time we have two living adult children, JAMES PATRICK COLEE and SCOTT CHRISTOPHER COLEE, and no deceased child with a surviving descendant. As used in this restatement, the term "our children" refers only to these two children. The term "our descendants" refers to our two children and their descendants.

**ARTICLE 3  
RESERVED RIGHTS**

3.1. Community Property. As long as both of us are living, we expressly reserve the right to amend or revoke the Trust, and to withdraw all or any portion of the trust estate, with respect to our community property held in the Trust. These rights shall be exercised by us jointly in writing; provided that if one of us is determined to be incapacitated, then the other may exercise these rights alone with respect to the community property. If one of us acts alone to revoke any portion of the Trust, then he or she shall provide notice of the revocation to the other.

3.2. Separate Property. The owner of any separate property held in the Trust expressly reserves the right, exercisable in his or her sole discretion, to amend or revoke the Trust, and to withdraw all or any portion of the trust estate, with respect to his or her separate property. Neither of us may exercise any right to amend, revoke or withdraw with respect to the other's separate property.

3.3. After Death of First to Die. After the death of the first of us to die, the survivor shall continue to have the same rights to revoke, amend and withdraw from the Survivor's Trust

18.5.7. Independent Trustee. Any Trustee of a trust may also serve as an "Independent Trustee" with respect to the trust only if the Trustee is not related or subordinate (as defined in Section 672(c) of the Code) to the person who would be benefitted by the Independent Trustee's action or for whom a power is to be granted or removed. If the acting Trustee is a related or subordinate party, then the successor Trustee named in paragraph 4.1.1 may serve as the Independent Trustee, provided such successor is not related or subordinate. If there is no named successor who is neither related nor subordinate, then an Independent Trustee may be designated in the manner described in paragraph 4.1.3 for the appointment of a successor Trustee, provided the designee qualifies as an Independent Trustee pursuant to this paragraph.

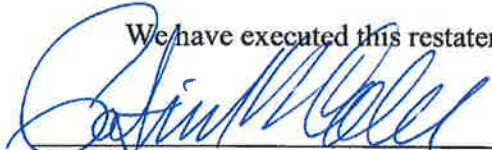
18.5.8. Primary Beneficiary. As long as both of us are living, we are the primary beneficiaries of the Trust. After the Decedent's death, the Survivor will be the primary beneficiary of all trusts. The primary beneficiary of each Descendant's Trust (Exempt or Non-Exempt) will be the person for whose benefit the share establishing the trust is originally set aside.

18.5.9. Qualified Charities. A "qualified charity" is a charitable organization, contributions to which qualify for federal and state income, estate and gift tax charitable deductions.

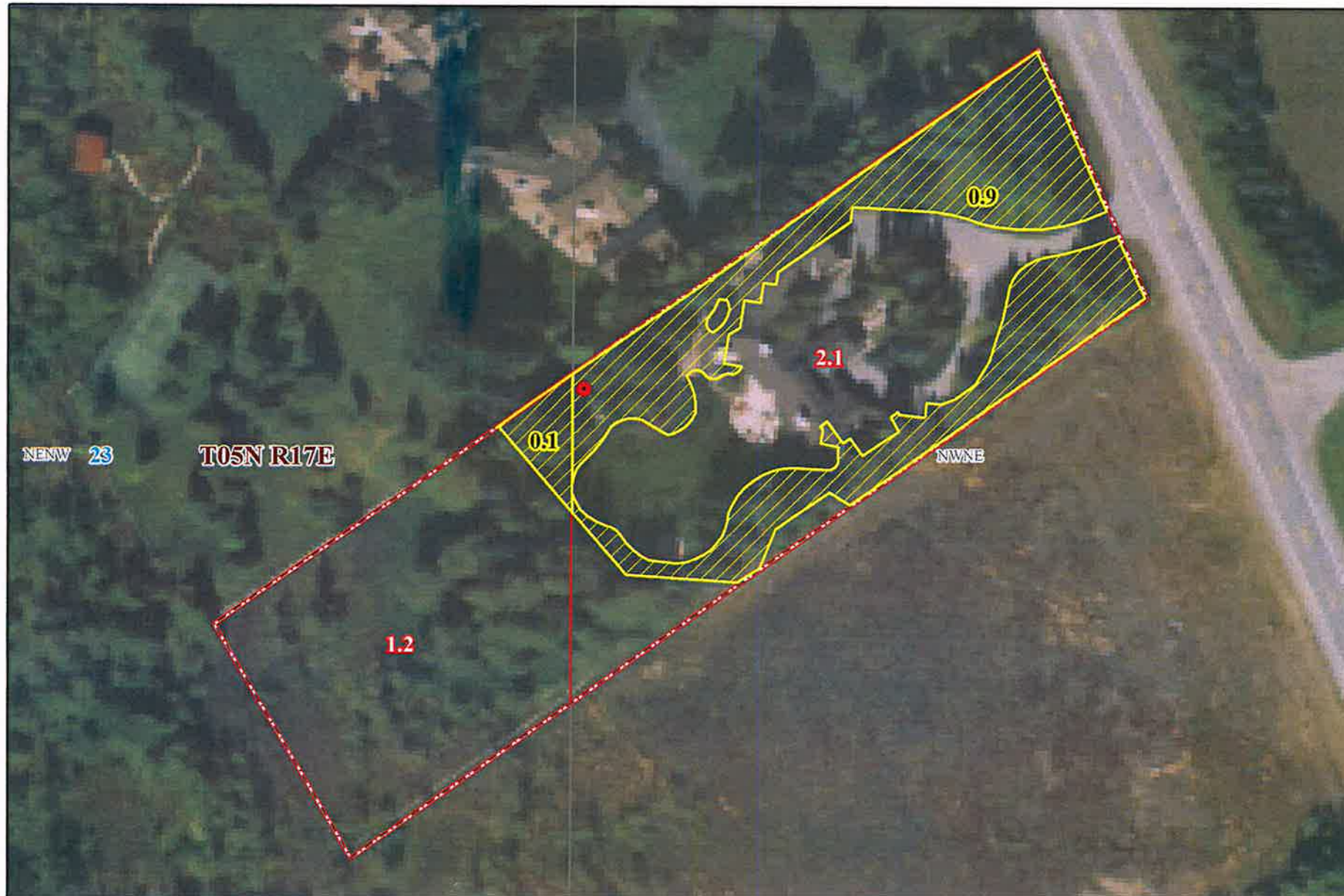
18.5.10. RCW. All references in this agreement to "RCW" are to the Revised Code of Washington and shall also include corresponding provisions of subsequent Washington laws.

18.5.11. Tangible Personal Property. The term tangible personal property includes but is not limited to furniture, furnishings, household goods (such as silver, china, crystal, linens, books, and works of art), equipment, vehicles, boats, jewelry, clothing and personal effects, but it does not include aircraft or tangible personal property that is held for investment or used in a profession, business or trade.

We have executed this restatement as of June 9, 2015.

  
\_\_\_\_\_  
PATRICK R. COLEE, Settlor and Trustee

  
\_\_\_\_\_  
DIANE COLEE, Settlor and Trustee



0 25 50 100 Feet

**COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON TRUST**

WATER RIGHT TRANSFER 37-20900

NAIP 2017 AERIAL

ATTACHMENT 7A

BROCKWAY ENGINEERING, PLLC.  
ICB - Date: 2/13/2019

- POD
- PPU
- Trust parcel
- ▨ 1.0 ac. irrigated area



TRANSFER 83132



0 50 100 200 Feet

**COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON TRUST**

**37-20900 DRYUP AREA**

BROCKWAY ENGINEERING, PLLC.  
ICB - Date: 2/13/2019

NAIP 2017 AERIAL

TRANSFER 83132

- POU 37-20900
- 1.0 ac. dryup area
- Parcels





0 25 50 100 Feet

**COLEE FAMILY TRUST U/T/D DECEMBER 30, 1997, A WASHINGTON TRUST**

WATER RIGHT TRANSFER 37-20900

NAIP 2017 AERIAL

ATTACHMENT 7B

BROCKWAY ENGINEERING, PLLC.  
ICB - Date: 2/19/2019

- POD
- PPU
- Trust parcel
- ▨ 1.0 ac. lease area



TRANSFER 83132

APR 04 2019

09/14

DEPT OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. \_\_\_\_\_

**APPLICATION FOR TRANSFER OF WATER RIGHT  
ATTACHMENT WSB:  
TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK**

Approval of a transfer application will not impact the terms of a Water Supply Bank Lease Contract. Any transferred water right or portion of a water right that is leased to the Water Supply Bank (Bank) shall remain unused while the lease is active.

If the transfer proposes to relocate the place of use of an irrigation water right, and the relocated acres include land currently idled due to a Bank lease contract, the applicant is required to identify the areas that will be idled at the new place of use for the duration of the lease contract. The acres to be idled should be clearly identified on the map created for Attachment 7B of the transfer application. The applicant should confirm the map is attached when completing the table below. If the leased portion of the place of use is not proposed to be relocated, a map is not required.

A Bank lease contract shall remain in effect until it expires, a new lease proposal is processed to replace it, or the water right is released from the Bank through written confirmation issued by the Water Resource Board. If the proposed transfer is approved, the water right owner will be provided sufficient time to allow the lease contract to expire before beneficial use of water at the new place of use will be expected. Meanwhile, water rights leased to the Bank are protected from forfeiture for the duration of the lease contract.

Water right owners who would like to adjust the terms of their lease contracts can either submit a new lease proposal on an [Application to Lease a Water Right to the Water Supply Bank](#) form, or they can request early termination of their lease contracts by completing a [Request to Release a Water Right from the Water Supply Bank](#) form. If a water right is leased to the Bank, and it is currently being rented from the Bank, the lease cannot be reduced or terminated until the rental agreement concludes. A request to release a water right or to submit a new lease application should be sent to the Department's state office. To find out if there are any rentals associated with a leased water right, please call a Bank representative at the Department at 208-287-4800.

In the table below, please provide the requested information for any water right that is both proposed for transfer and leased to the Bank. The information needed to complete this table can be found in your Bank lease contract. A copy of your lease contract can be obtained using the 'Search Water Rights' option on the Department's internet page at [www.idwr.idaho.gov](http://www.idwr.idaho.gov) or by contacting any Department office.

| Water Right Number | Lease Contract Expiration Date | Water Right Quantities Leased to the Bank |             |       | Map Attachment 7B Clearly Identifies Idled Place of Use at New Location             |
|--------------------|--------------------------------|-------------------------------------------|-------------|-------|-------------------------------------------------------------------------------------|
|                    |                                | Rate (cfs)                                | Volume (AF) | Acres |                                                                                     |
| 37-20900           | 2022                           | 0.20                                      | 66.5        | 19.0  | Attached? <input checked="" type="checkbox"/> or No Change <input type="checkbox"/> |
|                    |                                |                                           |             |       | Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>            |
|                    |                                |                                           |             |       | Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>            |
|                    |                                |                                           |             |       | Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>            |
|                    |                                |                                           |             |       | Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>            |
|                    |                                |                                           |             |       | Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>            |
|                    |                                |                                           |             |       | Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>            |

Is the ownership of the water right(s) leased to the Bank being changed? ☒ Yes ☐ No

☐ If yes and there are multiple owners, attach a [Lessor Designation](#) form.

☒ If yes, the individual owner or designated lessor must complete, sign and attach an [IRS Form W-9](#).

Additional Information:

**Agency Use Only:** Personnel processing transfer applications should forward a copy of this attachment, the original Lessor Designation form and/or IRS Form W-9, if received, to the State Office.

Idaho Water Resource Board  
Water Supply Bank Lease Contract No. 753

37-20900

Effective until December 31, 2022

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



● Approved Lease Point of Diversion

Approved Lease Place of Use

PLS Sections

Quarter Quarters



0 500 1,000 Feet



State of Idaho

## DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov) • Email: [southerninfo@idwr.idaho.gov](mailto:southerninfo@idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

April 25, 2019

COLEE FAMILY TRUST  
600 6TH ST S  
KIRKLAND, WA 98033

RE: Transfer No. 83132  
Water Right No(s). 37-20900

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS** on **5/1/2019** and **5/8/2019**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **May 20, 2019**.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

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

Sincerely,

Denise Maline  
Administrative Assistant

c: Brockway Engineering PLLC

**Maline, Denise**

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**From:** Maline, Denise  
**Sent:** Thursday, April 25, 2019 3:57 PM  
**To:** Kevin Lakey (WD37); Cyndi WD37  
**Subject:** Comment Letter - Transfer 83132 (Colee)  
**Attachments:** Transfer 83132 - Colee Family Trust.pdf; Comment letter to WD37 for 83132.docx

Good afternoon,

Attached is an application for transfer currently being processed within your Water District. Please review the information and provide any necessary comments within 21 days.

Feel free to contact our office if you have any questions regarding this application.

Thank you in advance,

Denise

Denise Maline  
Administrative Assistant I  
Idaho Dept of Water Resources, Southern Region  
650 Addison Ave W, Ste 500  
Twin Falls, ID 83301  
(208) 736-3033  
[denise.maline@idwr.idaho.gov](mailto:denise.maline@idwr.idaho.gov)



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

April 25, 2019

WATER DISTRICT #37 *via e-mail*  
KEVIN LAKEY  
107 W 1<sup>ST</sup> ST  
SHOSHONE ID 83352

RE: Transfer No. 83132  
Water Right No(s). 37-20900

Dear Kevin:

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

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

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

Sincerely,

Denise Maline  
Administrative Assistant

Enclosure(s)

## Maline, Denise

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**From:** Maline, Denise  
**Sent:** Thursday, April 25, 2019 9:38 AM  
**To:** Idaho Mountain Express  
**Subject:** LEGAL NOTICE  
**Attachments:** Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.doc

Attached please find **(1)** legal notice being submitted for publication on May 1<sup>st</sup> & 8<sup>th</sup>, 2019. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise @ IDWR Twin Falls

*Denise Maline  
Administrative Assistant  
Idaho Dept of Water Resources, Southern Region  
650 Addison Ave W, Ste 500  
Twin Falls, ID 83301  
(208) 736-3033  
[denise.maline@idwr.idaho.gov](mailto:denise.maline@idwr.idaho.gov)*



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

**SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858**

**Phone: (208) 736-3033 • Fax: (208) 736-3037**

**Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov) • Email: [southerninfo@idwr.idaho.gov](mailto:southerninfo@idwr.idaho.gov)**

**BRAD LITTLE**  
Governor

**GARY SPACKMAN**  
Director

April 25, 2019

**LEGAL NOTICE DEPARTMENT**  
**IDAHO MOUNTAIN EXPRESS**  
**PO BOX 1013**  
**KETCHUM, ID 83340**

RE: Transfer No. 83132  
Water Right No(s): 37-20900

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before May 20, 2019. Your cooperation is appreciated.

Sincerely,

Denise Maline  
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT  
TRANSFER NO. 83132**

COLEE FAMILY TRUST, 600 6TH ST S, KIRKLAND, WA 98033; has filed Application No. 83132 for changes to the following water rights within BLAINE County(s): Right No(s). 37-20900; to see a full description of these rights and the proposed transfer, please see [www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx](http://www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx). The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 0.01 cfs, 1.0 acre portion of ground water irrigation right 37-20900 (0.2 cfs, 19.0 acres). The current POU is located approximately 2.0 miles east of the intersection of Main Street and Sun Valley Road in Ketchum. The proposed POU will be located approximately 5.1 miles north and 1.6 miles west of Ketchum within a 3.3 acre permissible place of use (PPU). The 1.0 acre portion will also change its authorized point of diversion from the current location approximately 2.1 miles east and 0.1 mile south of Ketchum to an existing well located within the proposed PPU.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W STE 500, TWIN FALLS ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **May 20, 2019**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director  
Published on May 1<sup>st</sup> & 8<sup>th</sup>, 2019

## TRANSFER SYNOPSIS

**Date:** April 10, 2019  
**To:** Transfer 83132, Colee Family Trust file  
**From:** Jim Bitzenburg  
**Re:** Summary of transfer

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Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 0.01 cfs, 1.0 acre portion of ground water irrigation right 37-20900 (0.2 cfs, 19.0 acres). The current POU is located approximately 2.0 miles east of the intersection of Main Street and Sun Valley Road in Ketchum. The proposed POU will be located approximately 5.1 miles north and 1.6 miles west of Ketchum within a 3.3 acre permissible place of use (PPU). The 1.0 acre portion will also change its authorized point of diversion from the current location approximately 2.1 miles east and 0.1 mile south of Ketchum to an existing well located within the proposed PPU.

This transfer will be advertised and comments will be sought from the Watermaster of Water District 37. A change of ownership will occur after the transfer is approved, as indicated by an *Agreement of Purchase and Sale of Water Rights*, which was included with the application.

Right 37-20900 is currently leased into the Water Supply Bank, so actual implementation of the transfer will not take place until after the WSB activity is completed.

## FEE MEMORANDUM

**Date:** April 10, 2019  
**To:** The Colee Family Trust, Transfer #83132 File  
**From:** Jim Bitzenburg  
**Re:** Receipting/disposition of fees paid

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This transfer was filed on April 4, 2019 by Brockway Engineering on behalf of the Colee Family Trust and proposes changing the POD and POU of a 1.0 acre/0.01 cfs portion of ground water irrigation right 37-20900. The fee is based upon the portion of the flow rate changing, 0.01 cfs, and from the fee schedule, is \$200.00. The fee was paid upon submission of the application, with check #15269 from Brockway Engineering, receipt #S037250.

In addition to the transfer fee, the representative paid a fee of \$25.00 to cover the cost of splitting the right and changing the ownership of the split portion. In support of this action, a copy of the *Agreement for Purchase and Sale of Water Rights* was included with the transfer application. However, IDWR guidance indicates that such documentation is not acceptable to convey ownership, so the process to refund the extra \$25.00 will be initiated with the State IDWR office. After the transfer process is completed, the applicant may then submit the proper conveyance documentation and fee to change the ownership of the transferred portion. The required fee at that time will be \$25.00, as the right will already be split.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: [idwr.idaho.gov](http://idwr.idaho.gov) • Email: [southerninfo@idwr.idaho.gov](mailto:southerninfo@idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

April 10, 2019

COLEE FAMILY TRUST  
C/O PATRICK & DIANE COLEE  
600 6TH ST S  
KIRKLAND WA 98033

RE: Application for Transfer of Water Right #83132

Dear Applicant:

On April 4, 2019 our office received an Application for Transfer of Water Right which proposed changing the point of diversion and place of use of a portion of water right 37-20900. The letter accompanying the application indicated that a portion of the fee (\$25.00 of the \$225.00 total fee submitted) would cover the cost of the split and ownership change of the water right. An Agreement for Purchase and Sale of Water Right was included with the application, but our ownership change guidance indicates that a purchase and sale agreement is not considered sufficient evidence of ownership. I have therefore initiated a refund of the \$25.00 portion of the fee for the split and ownership change with our State office.

Upon the approval of the transfer application, you should then submit a Water Right Quitclaim deed from Sagewillow, LLC to the Colee Family Trust (as was shown in the transfer application) to our office, with a fee of \$25.00 and we can then process the ownership change. Since the split will be accomplished in the transfer, before the ownership change is filed, it will also save \$75.00. The water right number of the portion splitting off and moving to the Colee Family Trust property is 37-23159.

If you have any questions, feel free to contact me by phone or by email at: [james.bitzenburg@idwr.idaho.gov](mailto:james.bitzenburg@idwr.idaho.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg', written over a horizontal line.

Jim Bitzenburg  
Water Resource Agent

CC: Zach Latham, Brockway Engineering

**Bitzenburg, James**

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**From:** Bitzenburg, James  
**Sent:** Wednesday, April 10, 2019 3:26 PM  
**To:** Marston, Sascha  
**Subject:** Request for refund of overpayment of fees

Sascha-

I am processing a Water Right Transfer (#83132) for the Colee Family Trust, which was submitted by Brockway Engineering. Brockway paid \$225.00, when the actual fee was only \$200.00. Could you issue a \$25.00 refund to Brockway Engineering for the overpayment? The receipt number is S037250 dated 4/4/2019, check #15269. The address for Brockway Engineering is:

**BROCKWAY ENGINEERING PLLC  
2016 N WASHINGTON ST STE 4  
TWIN FALLS ID 83301**

Let me know if you need anything more and thank you for your help.

Jim

**Jim Bitzenburg  
Water Resource Agent  
Idaho Department of Water Resources  
Southern Regional Office  
Phone (208)-736-3033  
Fax (208)-736-3037  
[james.bitzenburg@idwr.idaho.gov](mailto:james.bitzenburg@idwr.idaho.gov)**

## Bitzenburg, James

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**From:** Zach Latham <zach.latham@brockwayeng.com>  
**Sent:** Tuesday, April 09, 2019 3:27 PM  
**To:** Bitzenburg, James  
**Subject:** RE: Water right transfer for Colee Family Trust U/T/D December 30, 1997, A Washington Trust  
**Attachments:** Colee Family Trust - Top Sheet and Signature Page.pdf

Jim-  
Here is a copy of the first and last page of the Trust amendment document wherein Patrk is identified as a Trustee on the second page.  
I believe this should suffice, please let me know if you think otherwise, thanks Jim-

Zach Latham

Hydrologist  
Brockway Engineering, P.L.L.C.  
2016 Washington Street North, Suite 4  
Twin Falls, ID 83301  
t. 208-736-8543  
c.208-721-2114  
f. 208-736-8506  
[zach.latham@brockwayeng.com](mailto:zach.latham@brockwayeng.com)

*All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.*

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**From:** Zach Latham [<mailto:zach.latham@brockwayeng.com>]  
**Sent:** Tuesday, April 09, 2019 2:41 PM  
**To:** 'Bitzenburg, James'  
**Subject:** RE: Water right transfer for Colee Family Trust U/T/D December 30, 1997, A Washington Trust

Yes Jim,  
Thank you for reaching out, I will get it ASAP.  
I will be in touch, thank you.

Zach Latham

Hydrologist  
Brockway Engineering, P.L.L.C.  
2016 Washington Street North, Suite 4  
Twin Falls, ID 83301  
t. 208-736-8543  
c.208-721-2114  
f. 208-736-8506  
[zach.latham@brockwayeng.com](mailto:zach.latham@brockwayeng.com)

*All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.*

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**From:** Bitzenburg, James [<mailto:James.Bitzenburg@idwr.idaho.gov>]  
**Sent:** Tuesday, April 09, 2019 2:39 PM  
**To:** Zach Latham  
**Subject:** Water right transfer for Colee Family Trust U/T/D December 30, 1997, A Washington Trust

Zach-

I have been staffed the transfer for Colee Family Trust U/T/D December 30, 1997, A Washington Trust, which our office received last Thursday. Could you send me a copy of the documentation that gives Patrick R. Colee the authority to sign

on behalf of Colee Family Trust U/T/L December 30, 1997, A Washington Trust? I've tried searching the Washington Secretary of State site and can't seem to come up with anything. Thanks.

Jim

**Jim Bitzenburg**  
**Water Resource Agent**  
**Idaho Department of Water Resources**  
**Southern Regional Office**  
**Phone (208)-736-3033**  
**Fax (208)-736-3037**  
[james.bitzenburg@idwr.idaho.gov](mailto:james.bitzenburg@idwr.idaho.gov)



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

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BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

April 10, 2019

REMINGTON BUYER  
IDAHO DEPARTMENT OF WATER RESOURCES  
322 E FRONT ST STE 648  
PO BOX 83720  
BOISE ID 83720-0098

RE: W-9 forms for Colee Family Trust

Dear Remington:

Enclosed is a W-9 form and copy of the *Application for Transfer of Water Right, Attachment WSB* form for another transfer involving right 37-20900, Sagewillow, LLC. This transfer is in the name of the Colee Family Trust and the transfer number is 83132. Let me know if you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg', written over a horizontal line.

Jim Bitzenburg  
Water Resource Agent

Enclosures



**BROCKWAY**  
ENGINEERING  
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

APR 04 2019

DEPT OF WATER RESOURCES  
SOUTHERN REGION

April 1<sup>st</sup>, 2019

Mr. Corey Skinner  
Idaho Department of Water Resources  
650 Addison Ave W, Ste 500.  
Twin Falls, ID 83301-3380

RE: Colee Family Trust U/T/D December 30, 1997, A Washington Trust-  
Application for Transfer of Water Right.

Dear Corey,

On behalf of the Colee Family Trust U/T/D December 30, 1997, A Washington Trust), Brockway Engineering is submitting a water right transfer application which proposes to transfer 1.0 acre of ground water irrigation water right 37-20900 to an existing well on the property owned by a co-trustee of the Trust, Patrick Colee, north of Ketchum, ID. The Trust has a purchase and sale agreement with the owner of 37-20900 and serves as the authority to file the water right transfer application.

Also included is a check from Brockway Engineering in the amount of \$225.00 to cover both the water right transfer application processing fee (\$200) and the ownership fee/split fee (\$25) pre recent filings. Please copy our office on all correspondence regarding this water right transfer application. Don't hesitate to call our office should you have any further questions or comments. Thanks for your time and assistance on this matter.

Regards,

Zach Latham, M.S., Hydrologist

Enclosures: (1) Application for Transfer of Water Right, and Associated Documents.

(1) Brockway Engineering Check # 15269

Cc: Mr. Pat Colee  
Mr. Jim Speck

CHARLES E.  
BROCKWAY,  
PH.D., P.E.

CHARLES G.  
BROCKWAY,  
PH.D., P.E.

2016 NORTH  
WASHINGTON  
STREET • SUITE 4

TWIN FALLS,  
IDAHO 83301

208•736•8543

FAX: 736•8506

## Inouye, Allison

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**From:** Jessica Nielsen <jf@idahowaters.com>  
**Sent:** Thursday, March 21, 2019 9:56 AM  
**To:** Inouye, Allison  
**Subject:** RE: Attorney for Water Right 37-20900 (Sagewillow LLC)

Yes, please remove John Rosholt. Thank you.

*Jess Nielsen  
Barker Rosholt & Simpson LLP  
163 2<sup>nd</sup> Avenue West  
P.O. Box 63  
Twin Falls, Idaho 83303-0063  
Office: (208) 733-0700  
Fax: (208) 735-2444*

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**From:** Inouye, Allison [mailto:Allison.Inouye@idwr.idaho.gov]  
**Sent:** Thursday, March 21, 2019 9:55 AM  
**To:** Jessica Nielsen <jf@idahowaters.com>  
**Subject:** FW: Attorney for Water Right 37-20900 (Sagewillow LLC)

Hi Jessica,

As we discussed on the phone, Jim Speck has indicated that he should be the attorney listed for this water right owned by Sagewillow LLC. Unless I hear otherwise from your office, I will remove John Rosholt's name from that water right and replace it with Jim Speck.

Thanks for bringing it to our attention – this is a good time to get the records cleaned up.  
-Allison

**From:** James Speck [mailto:jim@speckandaanestad.com]  
**Sent:** Wednesday, March 20, 2019 11:41 AM  
**To:** Inouye, Allison <Allison.Inouye@idwr.idaho.gov>  
**Cc:** Ed Dumke, Jr. (edumke@mac.com) <edumke@mac.com>; Zach Latham (zach.latham@brockwayeng.com) <zach.latham@brockwayeng.com>  
**Subject:** RE: Attorney for Water Right 37-20900 (Sagewillow LLC)

Allison,

It should be me. Thanks for getting that updated.

Jim

**From:** Inouye, Allison <[Allison.Inouye@idwr.idaho.gov](mailto:Allison.Inouye@idwr.idaho.gov)>  
**Sent:** Wednesday, March 20, 2019 11:39 AM  
**To:** James Speck <[jim@speckandaanestad.com](mailto:jim@speckandaanestad.com)>  
**Subject:** Attorney for Water Right 37-20900 (Sagewillow LLC)

Hello Jim,

Water right 37-20900 owned by Sagewillow LLC is currently in 2 proposed transfers submitted by Brockway Engineering. John Rosholt is currently listed as an attorney on that water right; however, when we cc'd his office on correspondence regarding the proposed transfers, they indicated that Sagewillow LLC does not appear to be a current client. In the Department's backfile for that right, I saw your name associated with a water supply bank application so I wanted to reach out. Would you be able to clarify who should be identified as the attorney for that water right, or if it needs to have an attorney identified at all?

Thank you,  
Allison

Allison Inouye  
Water Resource Agent  
Southern Regional Office | Idaho Dept. of Water Resources  
p (208) 736-3033 | f (208) 736-3037  
[Allison.Inouye@idwr.idaho.gov](mailto:Allison.Inouye@idwr.idaho.gov)