

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 83053

MAR 01 2019

DEPT. OF WATER RESOURCES
SOUTHERN REGIONMINIMUM 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) The Gordon Younger Estate c/o John D. Alkire, Executor

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: _____

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DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) The Gordon Younger Estate c/o John D. Alkire, Executor Phone 206-604-5113
 Mailing address 1000 SW 43RD ST RENTON, WA 98055-4832 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. North 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.

John D. Alkire PR
 Signature of Applicant or Authorized Representative

JOHN D. ALKIRE
 Print Name and Title if applicable
PERSONAL REPRESENTATIVE

2-28-19
 Date

 Signature of Applicant or Authorized Representative

 Print Name and Title if applicable

 Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
 If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Applicant seeks to transfer 2.5 acres of 37-20900 to property owned by applicant while creating an 6.3 acre permissible place of use in which 2.5 acres will be irrigated. See attached purchase and sale agreement.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	37-20900	0.03 / 8.8	Irrigation	3/15 to 11/5	Ground Water / NA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.2 cfs and/or 66.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.03 cubic feet per second and/or 8.8 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	NW	5	3N	18E	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	
3N	18E	5						5.5											5.5
4N	18E	32										0.8							0.8
Total Acres (for irrigation use)																			6.3

*IRRIGATION WITHIN PROPOSED PPU LIMITED TO 2.5 ACRES.

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? *See Zach Latham email dated 3-11-19*
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:

2.5 acres 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

- ☐ ☒ 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:

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</u> <u>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

FILED

Date / Time Signed: 12/29/2017 02:11 PM
JOLYNN DRAGE
CLERK OF THE DISTRICT COURT
By:

Douglas J. Aanestad, ISB #2665
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
Post Office Box 987
Ketchum, Idaho 83340
Telephone: (208) 726-4421
Fax: (208) 726-0752
Email: doug@speckandaanestad.com

Idaho Attorneys for Domiciliary Foreign
Personal Representative in Idaho Ancillary Probate

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE
MAGISTRATE COURT

IN THE MATTER OF THE ESTATE OF)
GORDON M. YOUNGER,)
Deceased.)

Case No.: CV07-17-00748

STATEMENT OF ANCILLARY
PROBATE OF WILL AND
APPOINTMENT OF DOMICILIARY
FOREIGN PERSONAL
REPRESENTATIVE IN IDAHO

Upon consideration of the Proof of Authority of Domiciliary Foreign Personal Representative
JOHN D. ALKIRE, the Court finds that:

1. The Proof of Authority is complete.
2. Applicant has made an oath or affirmation that the statements contained in the Proof of Authority are true to the best of Applicant's knowledge and belief.
3. Applicant appears from the Proof of Authority to be the duly appointed domiciliary foreign personal representative as defined by the Idaho Uniform Probate Code.
4. The decedent died on September 22, 2017, a resident of Seattle, Washington.
5. On the basis of the statements in the Proof of Authority, venue is proper.

STATEMENT OF ANCILLARY PROBATE OF WILL AND APPOINTMENT OF DOMICILIARY
FOREIGN PERSONAL REPRESENTATIVE IN IDAHO- 1

Transfer 83053

6. Authenticated copies of the Letters Testamentary filed October 2, 2017 in the in in the Superior Court For The State of Washington, County Of King , Case No. 17-4-06011-6 SEA, are in this Court's possession.

7. On the basis of the statements in the Proof of Authority no personal representative has been appointed in Idaho and there is no local administration or application or petition therefor in this state.

8. On the basis of the statements in the Proof of Authority, neither the will to which the Proof of Authority relates nor any other will of the decedent has been the subject of a previous probate order in Idaho.

9. It appears from the Proof of Authority that the time limit for informal probate and appointment in Idaho has not expired.

10. Based on the statements in the Proof of Authority, the person whose appointment as domiciliary foreign personal representative is sought is qualified and entitled to act as Idaho domiciliary foreign personal representative pursuant to I.C. § 15-4-205.

11. No bond was required by the Superior Court, King County, State of Washington.

12. The applicable time period within which no action can be taken on a Proof of Authority has elapsed.

THEREFORE:

1. JOHN D. ALKIRE is hereby appointed Idaho domiciliary foreign personal representative of the Idaho estate of the decedent, to act without bond.

2. Upon acceptance, letters of ancillary administration shall be issued.

3. Notice shall be given in accordance with I.C. § 15-3-705.

DATED: December 28, 2017


Magistrate Judge
Signed: 12/28/2017 01:38 PM

STATEMENT OF ANCILLARY PROBATE OF WILL AND APPOINTMENT OF DOMICILIARY FOREIGN PERSONAL REPRESENTATIVE IN IDAHO- 2

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of December, 2017, I served a true and correct copy of the within and foregoing document upon the persons named below in the manner noted:

Douglas J. Aanestad, Esq.
Speck & Aanestad
P.O. Box 987
Ketchum, ID 83340
Facsimile (208) 726-0752

X United States Mail, Postage Prepaid
X Email to doug@speckandaanestad.com;
kathleen@speckandaanestad.com.
☐ Hand Delivery
☐ Facsimile

Signed: 12/29/2017 02:13 PM

Clerk

Kate Riley

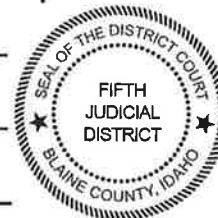
STATE OF IDAHO } ss
County of Blaine

I do hereby certify that the foregoing is a full, true and correct copy of the original thereof, on file in my office.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal this
Signed: 12/29/2017 02:37 PM

JOLYNN DRAGE

Clerk District Court *Kate Riley* Deputy



**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 THE ESTATE OF GORDON M. YOUNGER (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, in consideration 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, 0.03 cfs and 8.75 acre-feet per year for the irrigation of two and one-half (2.5) acres 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 & Aanstad, 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, 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 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 "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 thirty (30) 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 c/o Edmund E. Dumke P.O. Box 3118 Ketchum, ID 83340	<u>edumke@mac.com</u>
Seller's Counsel:	James P. Speck Speck & Aanestad A Professional Corporation 120 East Ave. N. Ketchum, Idaho 83340	James P. Speck Speck & Aanestad A Professional Corporation P.O. Box 987 Ketchum, Idaho 83340	208-726-0752 <u>jim@speckandaanestad.com</u>
Buyer:	Estate of Gordon M. Younger John D. Alkire, Personal Representative		425-291-3423 <u>jalkire@alliancepackaging.net</u>

1000 S.W. 43rd Street
Renton, Wa. 98057

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

BUYER:

ESTATE OF GORDON M. YOUNGER

Dated: Jan. 31, 2019

By: John D. Alkire PR
John D. Alkire, Personal Representative

SELLER:

SAGEWILLOW, LLC

Dated: 2/6/2019

By: Edmund E. Dumke
Edmund E. Dumke
Its Manager

EXHIBIT "D"

Quitclaim Deed

When Recorded Return To:

WATER RIGHTS QUITCLAIM DEED

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 THE ESTATE OF GORDON M. YOUNGER, John D. Alkire, Personal Representative, whose address is 1000 S.W. 43rd Street, Renton, Wa. 98057 ("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.

SAGEWILLOW, LLC

By: _____
Edmund E. Dumke
Its Manager

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of January, 2019, before me, the undersigned notary public in and for said state, personally appeared Edmund E. Dumke, known or identified to me to be the manager of SAGEWILLOW, LLC, and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.

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

Notary Public for Idaho
Residing at: _____
Commission expires: _____

EXHIBIT "D" - 2

C:\DATA\WPDATA\JIM\SAGEWILLOW\SALES\YOUNGER\purchase sale agmt v1 - younger.docx

K23768

QUITCLAIM DEED

For Value Received **Jennifer Younger**

does ify
do hereby convey, release, remise and forever quit claim unto

Gordon Younger, as his sole and separate property

whose address is: **3701 S. Norfolk, Seattle, WA 98118-5639**

Hereinafter called the Grantee, the following described premises situated in **Blaine County, Idaho**, to-wit:

Lot 8 of GIMLET TERRACE SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 389580, records of Blaine County, Idaho.

together with their appurtenances.

19, 89
Dated: September 5, 2002

Instrument # 471118

HAILEY, BLAINE, IDAHO

2002-09-24 03:34:00 No. of Pages: 1

Recorded for: FIRST AMERICAN TITLE

MARSHA RIEMANN Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTYQICORP DEED

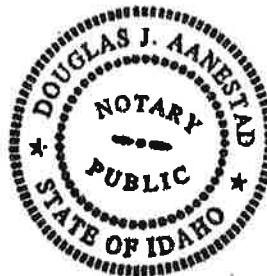
Jennifer Younger

Jennifer Younger

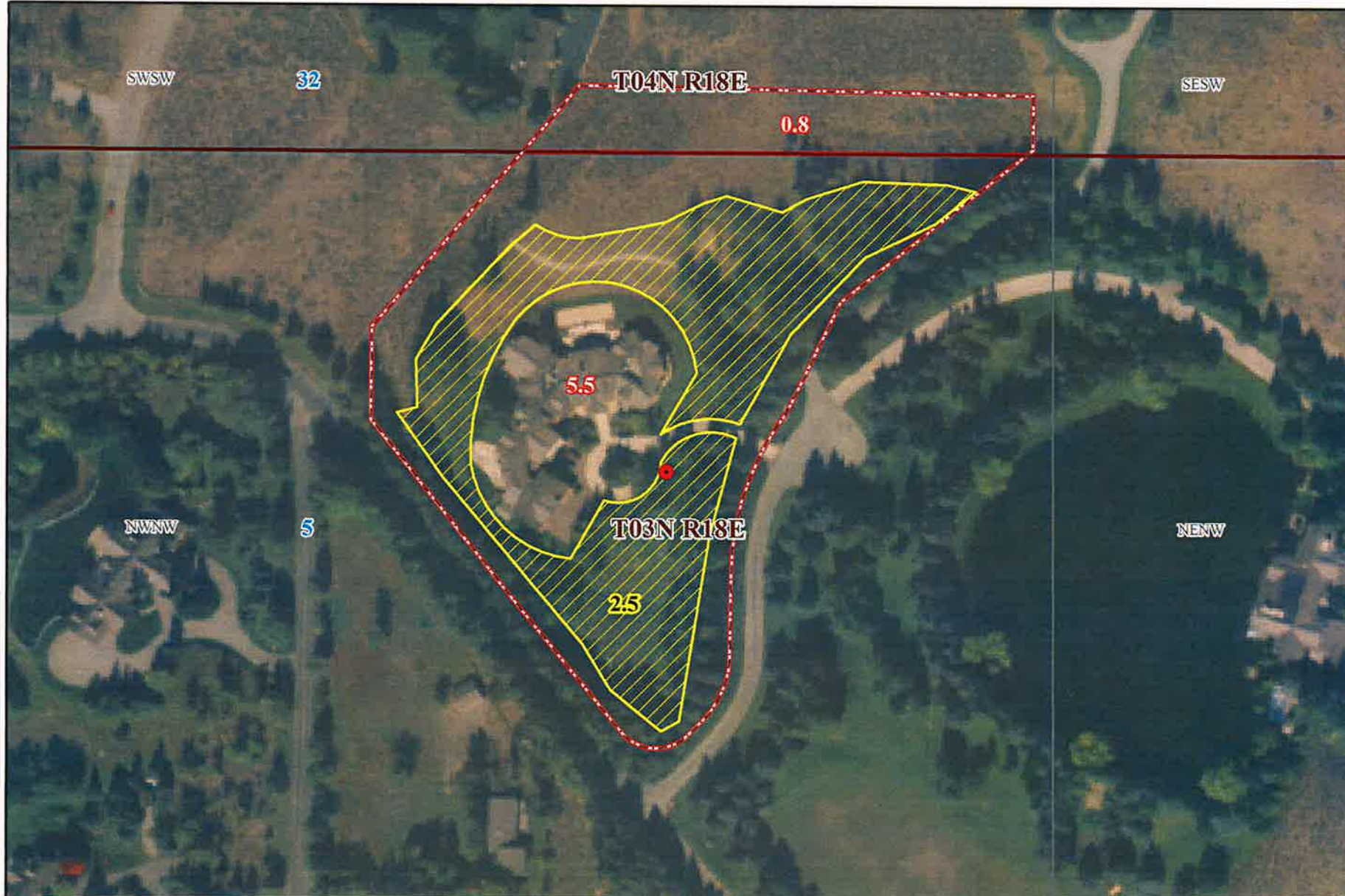
STATE OF Idaho)
COUNTY OF Blaine) ss.

On this 19th day of September, in the year of 2002, before me, the undersigned, personally appeared **Jennifer Younger**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

[Signature]
Notary Public of Ketchikan, ID
Residing at: Ketchikan, ID
Commission Expires: 2-12-05



Transfer 83053



THE GORDON YOUNGER ESTATE C/O JOHN D. ALKIRE, EXECUTOR

WATER RIGHT TRANSFER 37-20900

NAIP 2017 AERIAL

ATTACHMENT 7A

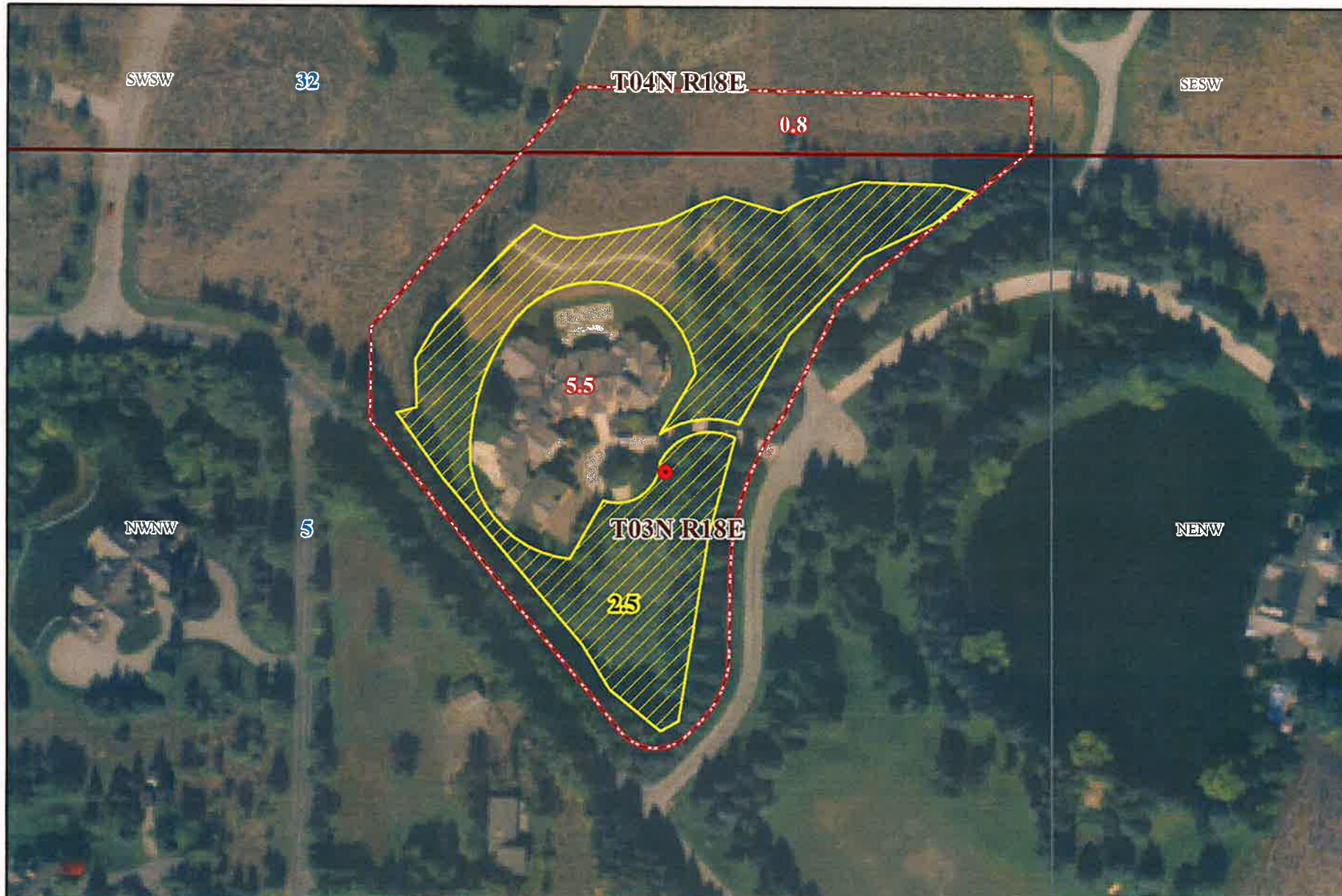
BROCKWAY ENGINEERING, PLLC.

ICB - Date: 2/27/2019

- POD
- PPU
- 2.5 ac. irrigated area
- Estate parcel



Transfer 83053



0 50 100 200 Feet

THE GORDON YOUNGER ESTATE C/O JOHN D. ALKIRE, EXECUTOR

WATER RIGHT TRANSFER 37-20900

NAIP 2017 AERIAL

ATTACHMENT 7B

Transfer 83053

BROCKWAY ENGINEERING, PLLC.
ICB - Date: 2/27/2019

- POD
- PPU
- ▨ 2.5 ac. irrigated area
- Estate parcel





0 75 150 300 Feet

THE GORDON YOUNGER ESTATE C/O JOHN D. ALKIRE, EXECUTOR

37-20900 DRYUP AREA

BROCKWAY ENGINEERING, PLLC.
ICB - Date: 2/27/2019

NAIP 2017 AERIAL

Transfer 83053

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



USDA PSA, ISU GIS TRC

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 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? ☒ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐

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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 15, 2019

WATER DISTRICT #37
KEVIN LAKEY
107 W 1ST ST
SHOSHONE ID 83352

via e-mail

RE: Transfer No. 83053
Water Right No(s). 37-20900

RE: Transfer No. 83058
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,

Allison Inouye
Water Resource Agent

Enclosure(s)



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 • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 15, 2019

THE GORDON YOUNGER ESTATE
C/O JOHN D ALKIRE
1000 SW 43RD ST
RENTON, WA 98055-4832

RE: Transfer No. 83053
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 3/20/2019 and 3/27/2019. 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 **April 8, 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,

Allison Inouye
Water Resource Agent

CC: BROCKWAY ENGINEERING PLLC
C/O ZACH LATHAM
2016 N WASHINGTON ST STE 4
TWIN FALLS, ID 83301

JOHN A ROSHOLT
BARKER ROSHOLT & SIMPSON LLP
PO BOX 63
TWIN FALLS ID 83303-0063

Inouye, Allison

From: Inouye, Allison
Sent: Thursday, March 14, 2019 5:05 PM
To: 'legalnotices@mtnexpress.com'
Subject: LEGAL NOTICE
Attachments: ID Mtn Express Ad.docx; ID Mtn Express Cover Letter.docx

Attached please find **(1)** legal notice being submitted for publication on March 20th & 27th, 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,
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



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 • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 13, 2019

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

RE: Transfer Nos. 83053, 83058
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 4/8/2019. Your cooperation is appreciated.

Sincerely,

Allison Inouye
Water Resource Agent

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 83053**

THE GORDON YOUNGER ESTATE, C/O JOHN D ALKIRE 1000 SW 43RD ST, RENTON, WA 98055-4832; has filed Application No. 83053 for changes to the following water rights within BLAINE County(s): Right No(s). 37-20900. 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 0.03 cfs, 2.5 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 3.6 miles south and 1.1 mile east of Ketchum within a 6.3 acre permissible place of use (PPU). The 2.5 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.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 83058**

OTIS BOOTH RESIDENCE TRUST, C/O PALMER MURRAY & LYNN A BOOTH 10431 BELLAGIO RD, LOS ANGELES, CA 90077-3818; has filed Application No. 83058 for changes to the following water rights within BLAINE County(s): Right No(s). 37-20900. 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 0.06 cfs, 6.0 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 4.7 miles south and 0.7 mile east of Ketchum within an 8.6 acre permissible place of use (PPU). The 6.0 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; or to see a full description of these rights and/or the proposed transfers, please see research.idwr.idaho.gov/apps/waterrights/QueryNewTransfers. 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 **April 8, 2019**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on March 20th and 27th, 2019



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 • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 11, 2019

THE GORDON YOUNGER ESTATE
C/O JOHN D ALKIRE
1000 SW 43RD ST
RENTON WA 98055-4832

RE: Application for Transfer of Water Right #83053

Dear Applicant:

On March 1, 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 (\$100.00 of the \$300.00 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 \$100.00 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 Estate of Gordon M. Younger (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 Gordon Younger Estate property is 37-23146.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg'.

Jim Bitzenburg
Water Resource Agent

Enclosure

CC: Zach Latham, Brockway Engineering

Bitzenburg, James

From: Zach Latham <zach.latham@brockwayeng.com>
Sent: Monday, March 11, 2019 9:22 AM
To: Bitzenburg, James
Subject: RE: Application for Transfer of Water Right - Gordon Younger Estate

Thank you for the email Jim,
I apologize for the confusion, I thought we had those thoroughly reviewed before submittal.

I do know that on The Gordon Younger Estate transfer #83053, the box should NOT be checked on #5c, as there is no lean on the property and the application says "N/A" below that box. Box #5c was inadvertently checked.
For the Otis Booth Residence Trust transfer #83058, correct, box #5c should remain un-checked. This application therefore should not need to be changed.

How would you like to proceed with the change needed on transfer no. 83053? Call me if needed: 208-721-2114
Thanks again for your time and attention to these applications Jim, we really appreciate it.

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

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.

From: Bitzenburg, James [mailto:James.Bitzenburg@idwr.idaho.gov]
Sent: Monday, March 11, 2019 8:22 AM
To: Zach Latham
Subject: Application for Transfer of Water Right - Gordon Younger Estate

Zach-

I am processing the transfers you filed to move portions of the Sagewillow, LLC right, 37-20900, to two separate properties in the Wood River Valley. The first transfer, #83053, is the Gordon Younger Estate transfer, and the applicant answered question #5c, on page 4 'yes', pertaining to liens, mortgages, etc., and entered N/A when asked to list the name of the entity and type of lien. The second transfer, #83058, is the Otis Booth Residence Trust transfer, and the applicant did not check the 'yes' box on question #5c. We need to get a clarification on this, as it is the same right (37-20900) that has portions being split off and moved.

Other than that, they appear to be moving toward advertising.

Thanks,

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office

TRANSFER SYNOPSIS

Date: March 7, 2019
To: Transfer #83053, Gordon Younger Estate file
From: Jim Bitzenburg
Re: Summary of transfer

Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 0.03 cfs, 2.5 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 3.6 miles south and 1.1 mile east of Ketchum within a 6.3 acre permissible place of use (PPU). The 2.5 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.



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 • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 7, 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 Gordon Younger Estate and Otis Booth Residence Trust

Dear Remington:

Enclosed are the two W-9 forms for the Water Supply Bank contracts we discussed via email this morning, plus the *Application for Transfer of Water Right, Attachment WSB* forms for each transfer. Thanks for your assistance and don't hesitate to let me know if you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim'.

Jim Bitzenburg
Water Resource Agent

Enclosures

Bitzenburg, James

From: Buyer, Remington
Sent: Thursday, March 07, 2019 10:23 AM
To: Bitzenburg, James
Subject: RE: Transfers involving a right leased into the WSB
Attachments: SageWillow Lease Email (1).pdf

Morning Jim!

Jim Speck and I corresponded on the potential transfer of 37-20900 earlier this year (see attached email). IDWR has received an updated WSB lease application for 37-20900, to take effect next year in 2020, which will reduce the lease of 37-20900 from 19 acres, down to 6.3 acres, (the amount being rented to Otis Booth). So the Younger Estate should be good to use water as authorized under their portion of 37-20900 during 2020. Curiously, the Booth rental is through 2020, and it doesn't appear logical that they would continue renting their portion of this water right in 2020, if the transfer is approved and they can use it without a rental. I suspect we'll receive a rental agreement cancelation once the transfer is approved, which is reasonable.

Processing of the transfer shouldn't complicate lease/rental administration, so please do proceed on your end. This right was decreed in 2010 and it went into the Bank in 2012, so forfeiture shouldn't be a concern.

And yes, please route the W9 forms to the State Office and we'll get them punched into our system.

Thanks!

Remington

From: Bitzenburg, James
Sent: Thursday, March 7, 2019 9:29 AM
To: Buyer, Remington <Remington.Buyer@idwr.idaho.gov>
Subject: Transfers involving a right leased into the WSB

Remington-

I am processing two transfers that involve splitting right 37-20900 (Sagewillow, LLC) and moving the split portions to separate properties in the Gimlet area. The right is leased into the WSB and also appears to be rented out, in one case by one of the transfer applicants (Otis Booth Residence Trust). The two transfers are #83053 (The Gordon Younger Estate) and #83058 (Otis Booth Residence Trust). I believe that from our end, we can go ahead and process the transfers, and approve them, but they can't be implemented until the rentals and leases are completed or withdrawn. Is there anything else I need to do or know before I proceed? Let me know if I am off in the borrow pit on this one.

I have attached the WSB attachment pages from each transfer, and the applicants also included W-9 forms, which, if you don't already have them, should go up to you, correct?

Thanks,

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources

Bitzenburg, James

From: Bitzenburg, James
Sent: Wednesday, March 06, 2019 3:42 PM
To: Marston, Sascha
Subject: Request for refund of overpayment of fees

Sascha-

I am processing a Water Right Transfer (#83053) for the Gordon Younger Estate, which was submitted by Brockway Engineering. Brockway paid \$300.00, when the actual fee was only \$200.00. Could you issue a \$100.00 refund to Brockway Engineering for the overpayment? The receipt number is S037182 dated 3/1/2019, check #15211. 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**

FEE MEMORANDUM

Date: March 6, 2019
To: The Gordon Younger Estate, Transfer #83053 File
From: Jim Bitzenburg
Re: Receipting/disposition of fees paid

This transfer was filed on March 1, 2019 by Brockway Engineering on behalf of The Gordon Younger Estate and proposes changing the POD and POU of a 2.5 acre/0.03 cfs portion of ground water irrigation right 37-20900. The fee is based upon the portion of the flow rate changing, 0.03 cfs, and from the fee schedule, is \$200.00. The fee was paid upon submission of the application, with check #15211 from Brockway Engineering, receipt #S037182.

In addition to the transfer fee, the representative paid a fee of \$100.00 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 \$100.00 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 only be \$25.00, as the right will already be split.



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

MAR 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

March 1st, 2019

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

RE: The Gordon Younger Estate c/o John D. Alkire, Executor- Application
for Transfer of Water Right.

Dear Corey,

On behalf of The Gordon Younger Estate c/o John D. Alkire, Executor,
(Estate), Brockway Engineering is submitting a water right transfer
application which proposes to transfer 2.5 acres of ground water irrigation
water right 37-20900 to an existing well on the property owned by the Estate
in Gimlet, south of Ketchum, ID. The Estate 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
\$300.00 to cover both the water right transfer application processing fee
(\$200) and the change of ownership/split fee (\$100). 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,

Shirley D. Latham on behalf of
Zach Latham, M.S., Hydrologist

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

(1) Brockway Engineering Check # 15211

Cc: Mr. John D. Alkire
Mr. Jim Speck

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

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

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