

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

RECEIVED
MAR 05 2019
Department of Water Resources
Eastern Region

Name of Applicant(s) Rocky Mountain Water Exchange, LLC Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email rog.rmea@gmail.com

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

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

☐ No Representative

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

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☒ Send original correspondence to the applicant and copies to the representative.

☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

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

[Signature]
Signature of Applicant or Authorized Representative

W Roger Warner, Member
Print Name and Title if applicable Manager

3/4/19
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Applicant is contracted to obtain ground water rights for Jefferson Greens Estates homeowners. This transfer proposes to move 14.5 acres of primary ground water rights to the Jefferson Greens well for the irrigation of 36 lots.
See Part 1A.3 for additional information.

SCANNED
MAR 14 2019

Narrative of Proposed Application*Rocky Mountain Water Exchange LLC / Jefferson Greens Estates HOA*

Water right 35-8969 is currently appurtenant to 59 acres of the Dorian Matheson property. Due to challenges in irrigation, Mr. Matheson has contracted to sell a portion of the water right through Rocky Mountain Water Exchange, LLC (RMWE). Jefferson Greens Estates is currently in need of irrigation water rights and has contracted with RMWE to assist them in obtaining them. This application seeks to transfer 14.5 acres of water rights from 35-8969 to Jefferson Greens Estates. A copy of the contracts for all entities and individuals involved in this transfer application are included in Attachment #3.

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

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

Acres to be retired are represented on Attachment #7b. The shapefile provided by IDWR does not show the exact acres that are authorized by the water right. A review of the Beneficial Use Field Report found in the IDWR backfile of 35-8969 revealed the acres identified by the field examiner in 1996. Using the field exam map as a guide, the acres licensed under the water right were approximated to represent more accurately the irrigated acres, from which 14.5 acres are proposed to be removed under this transfer.

Table 1. Lots Proposed to Receive Water Rights

PIN	OWNER	ACRES
RP004470020100	BINGHAM COLBY	0.3
RP004470030050	CLAYTON MATT	0.5
RP004470030060	EXCELL RICHARD J	0.68
RP004470010180	GARNER LESLIE	0.27
RP00447001021A	GIRTON JEFFREY	0.23
RP004470030210	GOO ALBERT	0.48
RP004470030220	GOO ALBERT	0.34
RP00447003023B	GOO ALBERT	0.27
RP004470020050	HARRIS JENNIFER	0.31
RP004470030120	HEINER LAYNE	0.5
RP004470030170	HODSON RODNEY	0.36
RP004470030200	HORN PHILLIP C	0.32
RP00447003023A	JEFFERSON GREENS HOA	0.23
RP004470020230	JEFFERSON GREENS HOA	0.34
RP00447003013B	KILLPACK SCOTT C	0.46
RP004470020120	KLASSEN BRADEE	0.77
RP004470020060	KLINGLER KASEY	0.4
RP004470010060	LUKE COLIN	0.7
RP004470020030	MA MARTIN JUN	0.35
RP00447003013A	MICHAELSON DALE E	0.34
RP004470020040	MOON ROBERT & PATRICIA FAMILY	0.35
RP004470020190	NIELSON BRADLEY K	0.34
RP004470020200	NIELSON BRADLEY K	0.34
RP004470010140	ODELL THAYNE G	0.23
RP004470030190	RIST JAMES G	0.25
RP004470030160	ROLFE RANDY	0.32
RP004470020170	ROMNEY JARED	0.7
RP004470030150	SCHULTZ JOSEPH P	0.31
RP004470020110	SHAWVER AUSTIN K	0.37
RP004470010040	SHIPPEN CODY	0.5
RP004470030080	SHIPPEN NICHOLAS	0.23
RP004470030140	SLOVER ANDREW RYAN	0.28
RP00447001013B	THOMPSON STEVAN	0.51
RP004470020140	VAN ORDEN JOSH	0.5
RP004470020180	WEBB D KERRY	0.75
RP004470020240	WEBB D KERRY	0.37
TOTAL ACRES		14.5

83069

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 ☐ ☒	35-8969	0.2 cfs	Irrigation	4/01 to 10/31	Ground Water
☐ ☐		58 afa		to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

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

2. Total amount of water proposed to be transferred or changed 0.2 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			NW	SE	8	4N	39E	JEFFERSON	GROUND WATER	Existing well
Y			NW	SE	8	4N	39E	JEFFERSON	GROUND WATER	Secondary Well

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	39E	8			5.5	0.9				0.3					3.6	4.2			14.5
Total Acres (for irrigation use)																			14.5

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:

An existing well and a new well will be connected to the water supply system. Mainline carries water to each lot.
The new well will also be added to the domestic water right under a separate transfer.

- b. Who owns the property at the point(s) of diversion? Jefferson Greens Estates HOA

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant is contracted to obtain water rights for Jefferson Greens Estates HOA. See contracts included in
Attachment #10.

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

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

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

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

If yes, ☐ complete Attachment WSB.

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

The land now irrigated will be retired permanently from irrigation.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

No other water rights at the existing POU or POD. However, domestic water right 25-14162 is also diverted from the proposed point of diversion to be used in-house within Jefferson Greens Estates. Proposed POU is also partially overlapped by North Rigby Canal Co. and Parks & Lewisville Canal Co., which won't be used on POU.

- 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:

Flooding of 1997 washed out the farm land and removed top soil. Land became unproductive and unlevel and was not economical to farm the northern acres due to extensive damage. Water right is exempt from forfeiture according to Idaho Statute 42-223(6), non-use due to circumstances beyond the owners.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/11/2018

WATER RIGHT NO. 35-8969

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DORIAN MATHESON
Current Owner	MAUREEN MATHESON 2961 E 650 N ROBERTS, ID 83444 2082282124

Priority Date: 12/31/1991

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.82 CFS	236 AFA
Total Diversion			0.82 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNE|Sec. 33|Township 05N|Range 37E|JEFFERSON County

Licensed Diversion Capacity: 0.82

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	37E	33		NWNE	33		SWNE	26						

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MAR 14 2019

Total Acres: 59

Conditions of Approval:

1. R56 Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
2. R55 This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
3. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Dates:

Licensed Date: 04/21/1997

Decreed Date:

Permit Proof Due Date: 5/2/1994

Permit Proof Made Date: 4/11/1994

Permit Approved Date: 4/9/1992

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 12/31/1991

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

SCANNED

MAR 14 2019

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Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/11/2018

WATER RIGHT NO. 35-8969

Owner Type	Name and Address
Current Owner	DORIAN MATHESON
Current Owner	MAUREEN MATHESON
	2961 E 650 N
	ROBERTS, ID 83444
	2082282124

208. 521. 2127 2955

Priority Date: 12/31/1991

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	0.82 CFS	236 AFA
Total Diversion			0.82 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNE|Sec. 33|Township 05N|Range 37E|JEFFERSON County

Licensed Diversion Capacity: 0.82

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
05N	37E	33		NWNE	33		SWNE	26						

SCANNED

MAR 14 2019

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Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 12/31/1991

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

SCANNED

MAR 14 2019

Eastern Snake Plain Aquifer Modeling Analysis

Rocky Mountain Water Exchange LLC / Jefferson Greens Estates HOA

The Applicant proposes to transfer 14.5 acres or 58 AFA from water right 35-8969. The points of diversion included in this modeling analysis are identified to be located in the following grid cells:

TO Well	Jefferson Greens Wells	R65 C174
FROM Well 1	Dorian Matheson Well	R57 C165

The TO Well location is the proposed well location for Jefferson Greens Estates water supply system. One existing well and one back up well (not yet drilled) are located here. The FROM Well 1 is the only point of diversion for the water right 35-8969. The wells are shown on the model grid in Figure 1.

Figure 1. Wells shown on Model Grid



Modeled inputs are based upon the Consumptive Irrigation Requirement of 3.0 afy/ac. A total of 43.5 afa, or 14.5 af/trimester, was used in the modeling analysis. Using the ETRAN 3.3 to simulate the depletions of transferring 43.5 AFA (14.5 AF/trimester) from the original point of diversion to the proposed point of diversion, the affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.**

Figures 2-4 include excerpts from the modeling simulation.

Figure 2. Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO: 35-8969

YEAR: 1991

SEASON: SPRING

TRANSFER NAME: Matheson - JGH

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	65	57	27	45
COLUMN	174	165	157	30

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1991	0	0	0	0	0	0	0
SUM 1991	0	0	0	0	0	0	0
WIN 1991	0	15	15	0	0	0	0
SPR 1992	0	15	15	0	0	0	0
SUM 1992	0	15	15	0	0	0	0
WIN 1992	0	15	15	0	0	0	0
SPR 2018	0	15	15	0	0	0	0
SUM 2018	0	15	15	0	0	0	0
WIN 2018	0	15	15	0	0	0	0
SPR 2019	15	0	15	0	0	0	0
SUM 2019	15	0	15	0	0	0	0
WIN 2019	15	0	15	0	0	0	0
SPR 2020	15	0	15	0	0	0	0
SUM 2020	15	0	15	0	0	0	0
WIN 2020	15	0	15	0	0	0	0
SPR 2021	15	0	15	0	0	0	0
SUM 2021	15	0	15	0	0	0	0
WIN 2021	15	0	15	0	0	0	0
SPR 2022	15	0	15	0	0	0	0
SUM 2022	15	0	15	0	0	0	0
WIN 2022	15	0	15	0	0	0	0
SPR 2023	15	0	15	0	0	0	0
SUM 2023	15	0	15	0	0	0	0
WIN 2023	15	0	15	0	0	0	0
SPR 2024	15	0	15	0	0	0	0
SUM 2024	15	0	15	0	0	0	0
WIN 2024	15	0	15	0	0	0	0
SPR 2025	15	0	15	0	0	0	0
SUM 2025	15	0	15	0	0	0	0
WIN 2025	15	0	15	0	0	0	0
SPR 2026	15	0	15	0	0	0	0
SUM 2026	15	0	15	0	0	0	0
WIN 2026	15	0	15	0	0	0	0
SPR 2027	15	0	15	0	0	0	0
SUM 2027	15	0	15	0	0	0	0
WIN 2027	15	0	15	0	0	0	0
SPR 2028	15	0	15	0	0	0	0
SUM 2028	15	0	15	0	0	0	0
WIN 2028	15	0	15	0	0	0	0
SPR 2029	15	0	15	0	0	0	0
SUM 2029	15	0	15	0	0	0	0
WIN 2029	15	0	15	0	0	0	0
WIN 2138	15	0	15	0	0	0	0
SPR 2139	15	0	15	0	0	0	0
SUM 2139	15	0	15	0	0	0	0
WIN 2139	15	0	15	0	0	0	0
SPR 2140	15	0	15	0	0	0	0
SUM 2140	15	0	15	0	0	0	0
WIN 2140	15	0	15	0	0	0	0

Figure 3. Net Transfer Graphs

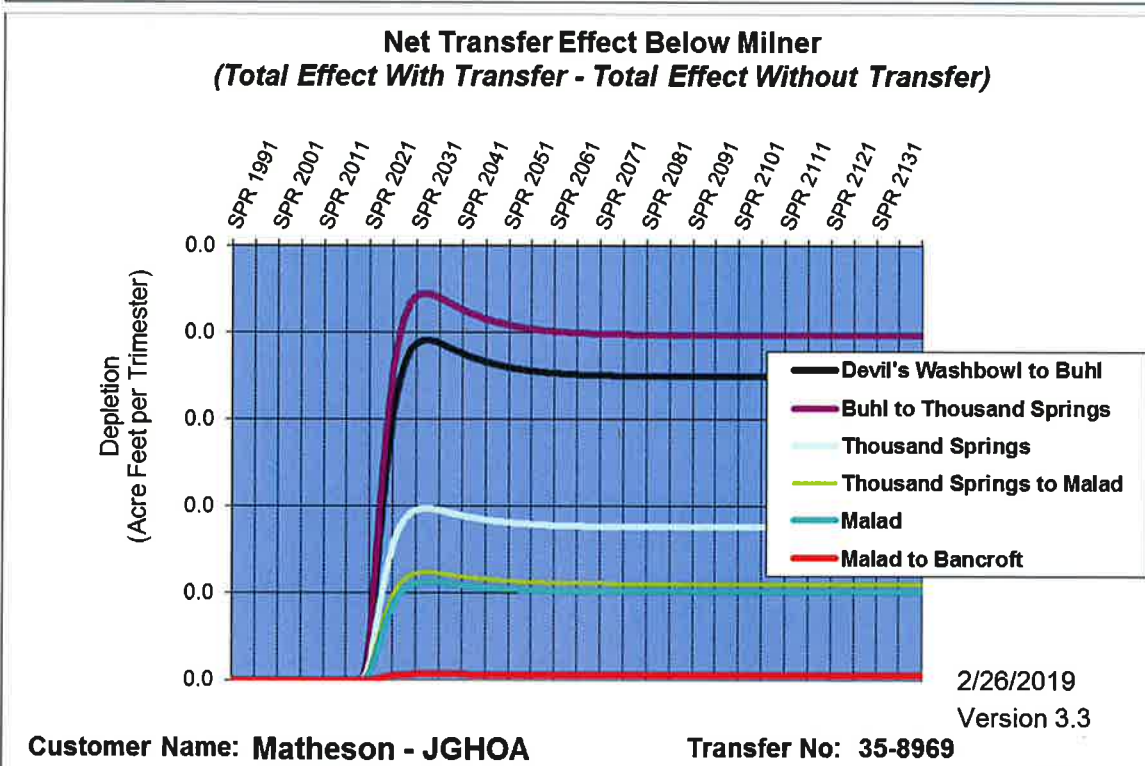
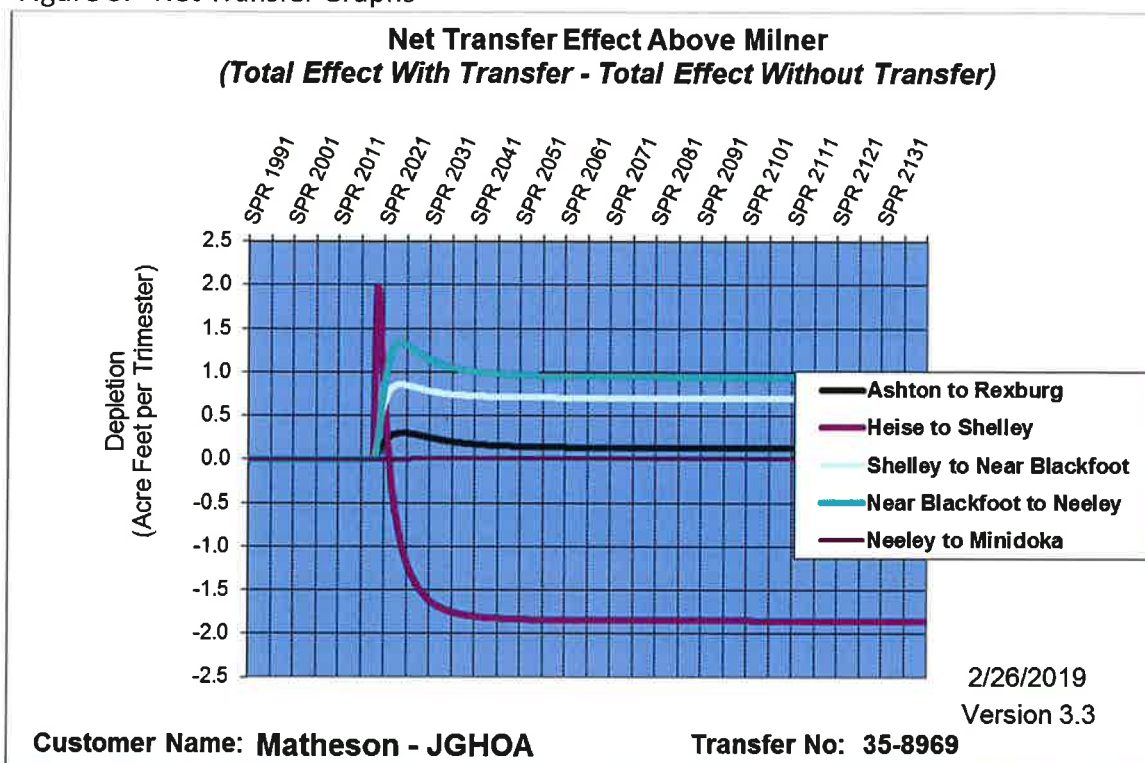
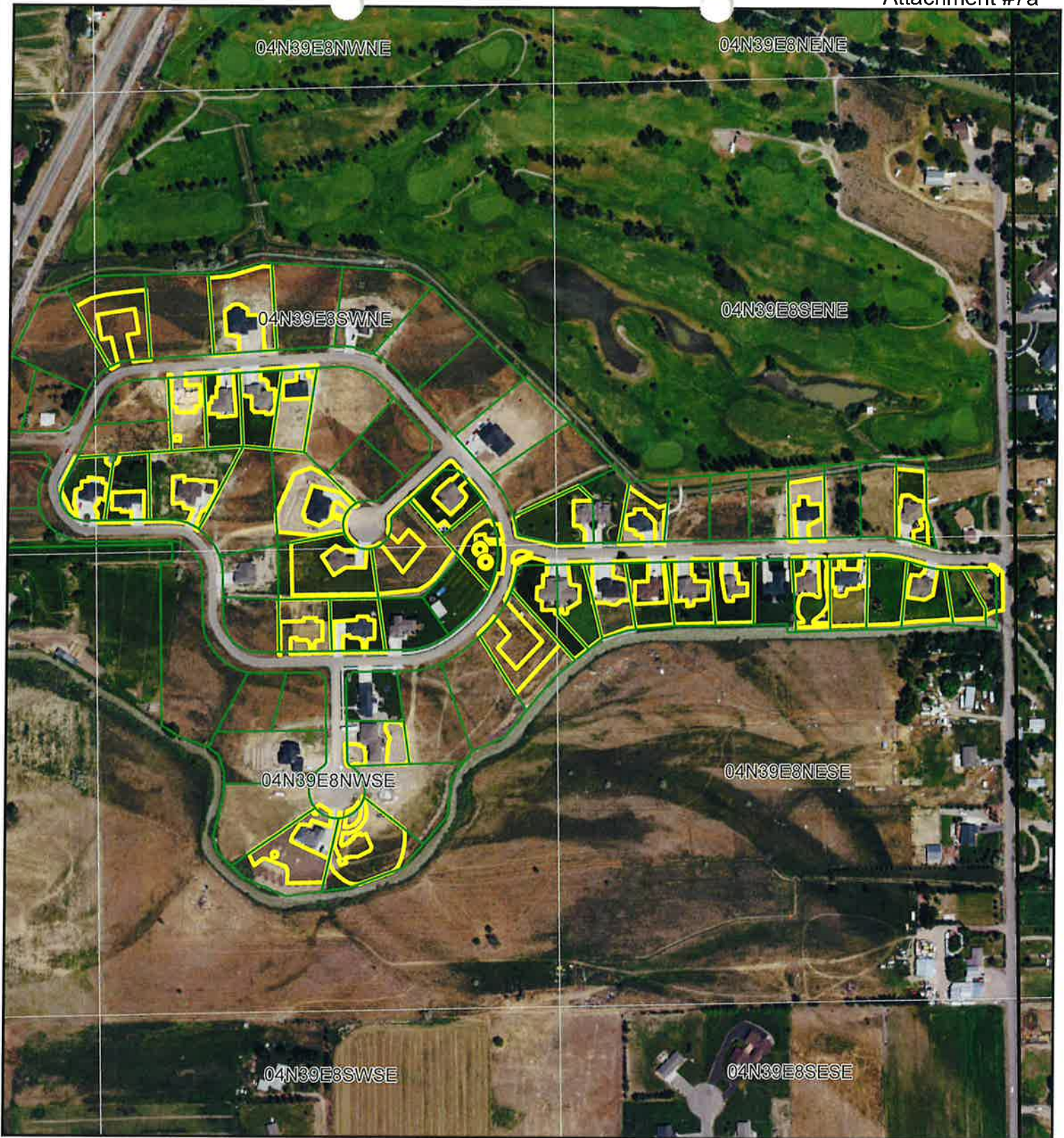


Figure 4. Calculated Effects.

	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bickft	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
SPR 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1991	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1992	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2019	0.0	1.5	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2019	0.1	2.0	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2019	0.1	1.9	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2020	0.1	1.6	0.4	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2020	0.2	1.3	0.5	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2020	0.2	1.0	0.6	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.2	0.7	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	0.2	0.4	0.7	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	0.2	0.2	0.7	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.3	0.0	0.8	1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.3	-0.2	0.8	1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.3	-0.3	0.8	1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.3	-0.5	0.8	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.3	-0.6	0.9	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.3	-0.7	0.9	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.3	-0.8	0.9	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.3	-0.9	0.9	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.3	-1.0	0.9	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2137	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2137	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2137	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2138	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2138	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2138	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2139	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2139	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2139	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2140	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2140	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2140	0.1	-1.9	0.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: SPR 1991													
Match:	1	Match:	456										
	AtR	HtS	StNB	NBtN	NtM	DWtB	BtTS	TS	TStM	M	MtB	Total	
Preexisting Effects @ SS (Last Time Step):	0.55	11.95	0.53	1.36	0.01	0.03	0.03	0.01	0.01	0.01	0.00	14.49	Total Effect
Steady State - Value of Dep. @ Last Time Step:	0.68	10.10	1.24	2.31	0.01	0.04	0.05	0.02	0.01	0.01	0.00	14.49	Total Effect
Effects @ Transient State (Max Value Timestep):	0.55	11.95	0.53	1.36	0.01	0.03	0.03	0.01	0.01	0.01	0.00	14.49	Total Effect
Transient State - Max. Value of Dep. After Transfer:	0.82	13.88	1.37	2.62	0.01	0.04	0.05	0.02	0.01	0.01	0.00	18.84	Total Effect
Steady State Change:	0.13	-1.85	0.70	0.95	0.01	0.02	0.02	0.01	0.01	0.01	0.00		
Transient State Change:	0.26	1.93	0.84	1.26	0.01	0.02	0.02	0.01	0.01	0.01	0.00		



2017 Aerial Photography

● Jeff Greens Wells □ QQ

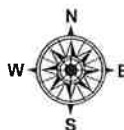
□ Parcels

□ New POU

□ Twp & Rng

□ Section

83069



Proposed Location Overview

Rocky Mountain Water Exchange LLC
for Jefferson Green & Forest

RMEA #19-0008

by: KM

Date: 2/26/2019



MAR 14 2019

Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.

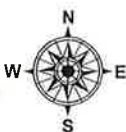


0 112.5 225 450 Feet

2017 Aerial Photography

- Well
- Parcels
- New POU
- Twp & Rng
- Section
- QQ

83069



Proposed Location - View 1

Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates

RMEA #19-0008

by: KM

Date: 2/26/2019





0 112.5 225 450 Feet

2017 Aerial Photography

● Jeff Greens Wells □ QQ

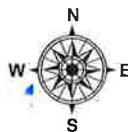
□ Parcels

□ New POU

□ Twp & Rng

□ Section

83069



Proposed Location - View 2

Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates

RMEA #19-0008

by: KM

Date: 2/26/2019



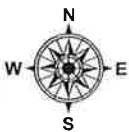


0 112.5 225 450 Feet

2017 Aerial Photography

- Well
- Parcels
- New POU
- Twp & Rng
- Section

83069



Proposed Location - View 3

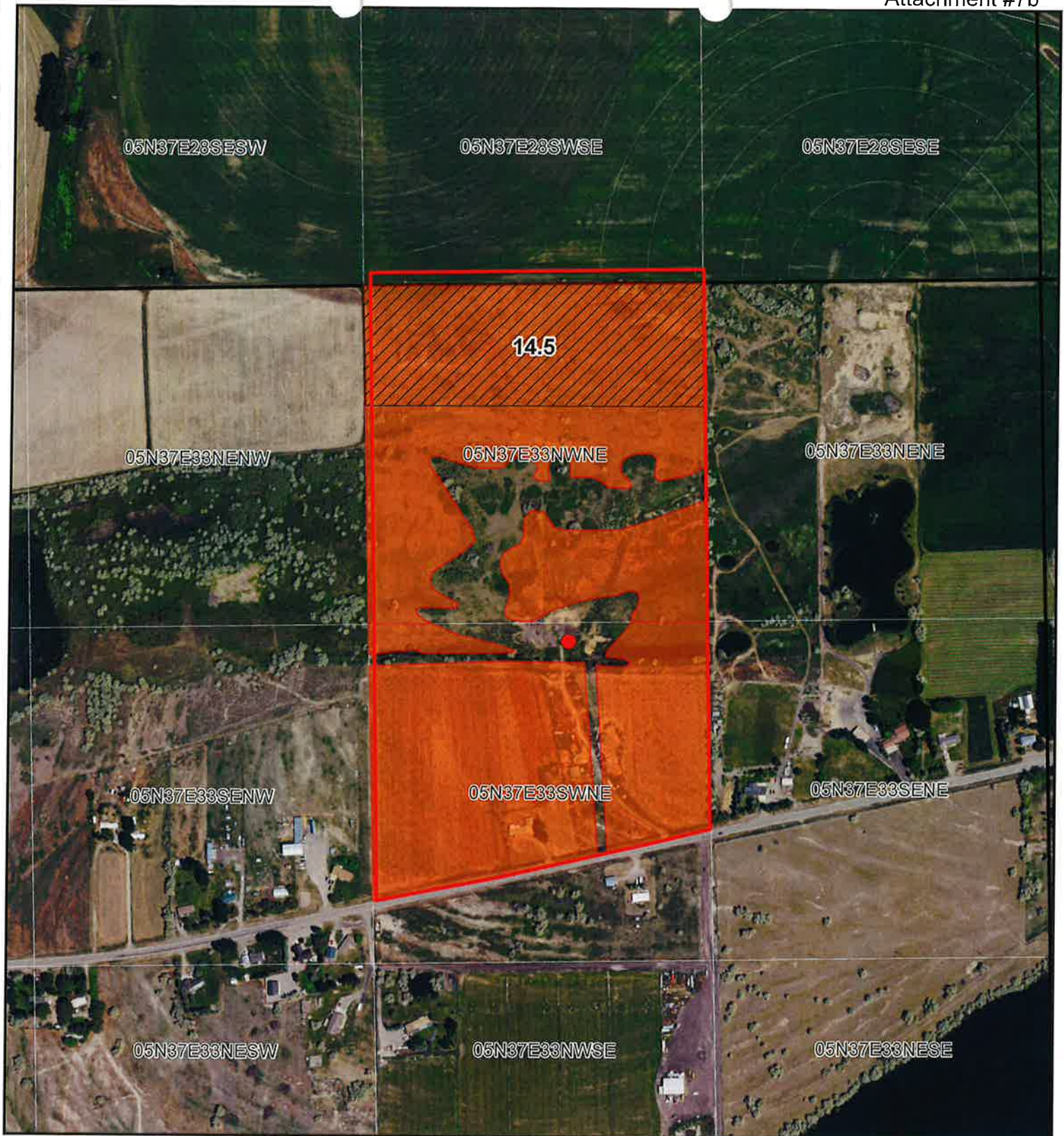
Rocky Mountain Water Exchange LLC
for Jefferson Green Estates

RMEA #19-0008

by: KM

Date: 2/26/2019





0 300 600 1,200 Feet

2017 Aerial Photography

- POD 35-8969
- IDWR Shapefile WR 35-8969
- Purchased Acres
- Approx. BUFR Irrigated Acres 35-8969
- Twp & Rng

 Section
 QQ



83069

Purchased Water Right

Rocky Mountain Water Exchange LLC
for Jefferson Greens Estates

RMEA #19-0008

by: KM

Date: 2/26/2019



OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT ("Option Agreement") is made and entered to be effective as of the 5 day of November [MONTH], 2018 (the "Effective Date"), by and between the following entities:

1. DORIAN MATHESON (NAME OF SELLER), 2961 E 650N Roberts Idaho 83444 TYPE OF ENTITY], whose address is [ADDRESS], hereinafter "Seller");
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Buyer"); and
3. Acting on behalf of Buyer, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Michael James Johnston** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 35-8969 (the "Water Right"), which was decreed on 11-31-91 [DECREE DATE] in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of 12-31-91 [PRIORITY DATE]. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Buyer has inspected government records and reviewed other information pertaining to the Water Right. Seller desires to grant, and Buyer desires to obtain, an option to purchase the Water Right as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Option Granted. Seller hereby grants and sells to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, the Water Right at any time on or before April 30, 2019 (the "Option Period") if Buyer is not then in default of any provision of this Agreement.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DMN DATE: 11/5/18 PAGE 1 OF 11

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2. Payment for Option. Upon execution of the Option Agreement, Buyer shall pay to Seller a fee in the amount of [REDACTED] as payment for the Option. This payment is nonrefundable, except in the case of Seller's default.
3. Transfer Application. During the Option Period, Buyer, in its sole discretion may elect to file with IDWR one or more applications for transfer ("Transfer" or "Transfer Application") for the Water Right. Seller hereby consents to such transfers. Buyer shall bear all costs associated with each Transfer and shall have the ability to file a Transfer as to any of the Water Rights. The Transfer applications may entail a change in any element or condition of the Water Rights or may entail use of the Water Rights for mitigation or some other similar purpose. Buyer shall be entitled to any mitigation credits resulting from the Transfer.
4. Cooperation with Transfer Efforts. Seller shall cooperate fully with Buyer throughout with each Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing approval of the Transfer, including signing and notarizing Transfer Applications, authorizations, and other documents consistent with Buyer's rights under this Option Agreement, or ceasing irrigation of portions of the Water Right place of use if necessary. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer. In the event that it is necessary to dry up acres in order to obtain transfer approval, Buyer will inform Seller of the need to dry up acres and shall identify which acres need to be dried up. Buyer shall not have the ability to require acres to be dried up if notice to dry up acres is provided to Seller after Seller has planted crops for the upcoming growing season, unless Buyer and Seller agree otherwise. Additionally, to the extent crop reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Water Right place of use.
5. Withdrawal of Transfer Application. At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer Application or file a new or revised Transfer Application.
6. Use and Protection of Water Rights. Prior to their conveyance to Buyer at Closing if the Option is exercised, Seller is authorized to continue to use any portion of the place of use of the Water Right that is not the subject of a Transfer. Seller shall keep Buyer fully advised of the status and use of the Water Rights during the Option Period. At no time during which this Option Agreement is in effect shall Seller take any action that diminishes the value or utility of the Water Right.
7. Exercise of Option. Buyer shall exercise the Option by providing notice consistent with paragraph 11 of this Option Agreement. If Buyer exercises the option to purchase, the purchase price for the Water Right shall be _____ Dollars (\$____.00) [OPTIONAL: AND] and the Parties [OPTION 1] shall be bound by the terms and provisions of the attached *Agreement for Purchase and Sale of Water Right* attached hereto as **Exhibit 3** or [OPTION 2] the Parties shall fill in the blanks of and thereafter execute the attached form *Agreement for Purchase and Sale of Water Right* attached hereto as **Exhibit 3**.

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *DM MM* DATE: *11/5/18* PAGE 2 OF 11

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8. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date as follows:
- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Option Agreement, and shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing if the Option is exercised and the Water Right is purchased by Buyer.
 - (b) Appurtenance. The Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (c) Not Forfeited. No portion of the Water Right has not been forfeited or abandoned in whole or in part.
 - (d) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
9. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Water Right, as follows:
- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
 - (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.
10. Broker.
- (a) The Broker represents Buyer under this Option Agreement and Buyer shall pay Broker a fee of [REDACTED]
 - (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *Ami m m*DATE: *11/15/18*

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Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

- (c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election.** (Make one election only.)

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

AmM, MN
Initials
Limited Dual Agency
and / or
Assigned Agency

OR

_____/_____
Initials
Single Agency

Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

11. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, by facsimile, or by email to the listed email address below. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
[FILL IN]	[FILL IN]
[INCLUDE EMAIL ADDRESSES]	
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
DARIAN MATHESON 2961 B LSON ROBERTS IDAHO 83442	Rocky Mountain Water Exchange 482 CONSTITUTION WAY STE # 303 IDAHO FALLS, IDAHO 83402 rjm@rmea.org rjm@rmea.org rjm@rmea.org

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding this Option Agreement. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

SCANNED

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *DM MM* DATE: 11/14/18 PAGE 5 OF 11

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- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Option Agreement.
- (k) Recording. The Parties shall record a notice of this Option Agreement in the records of _____ County, Idaho, in a form substantially like the form attached hereto as **Exhibit 2**.

[SIGNATURES ON FOLLOWING PAGE]

Exhibit 1
The "Water Right"

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
BUYER AND SELLER'S INITIALS: *Am Mkt* DATE: *1/5/18* PAGE 8 OF 11

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 5th day of Feb [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Celby & Melaine Bingham [NAME], HUSBAND wife [TYPE OF ENTITY], whose address is 4021 CALAWAY DR [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 10 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.3-acre portion of the Water Rights. Buyer has agreed to purchase the 0.3-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.3-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: CS, MB DATE: 2/5/19 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: CS/ [initials]

DATE: 2/5/19

PAGE 2 OF 4

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

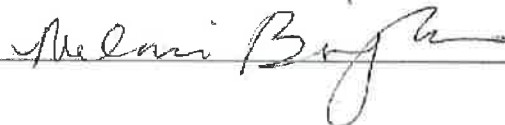


By: Roger Warner

Its: Member

"BUYER"





AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: CR-MB ^{WR}

DATE: 2/5/19

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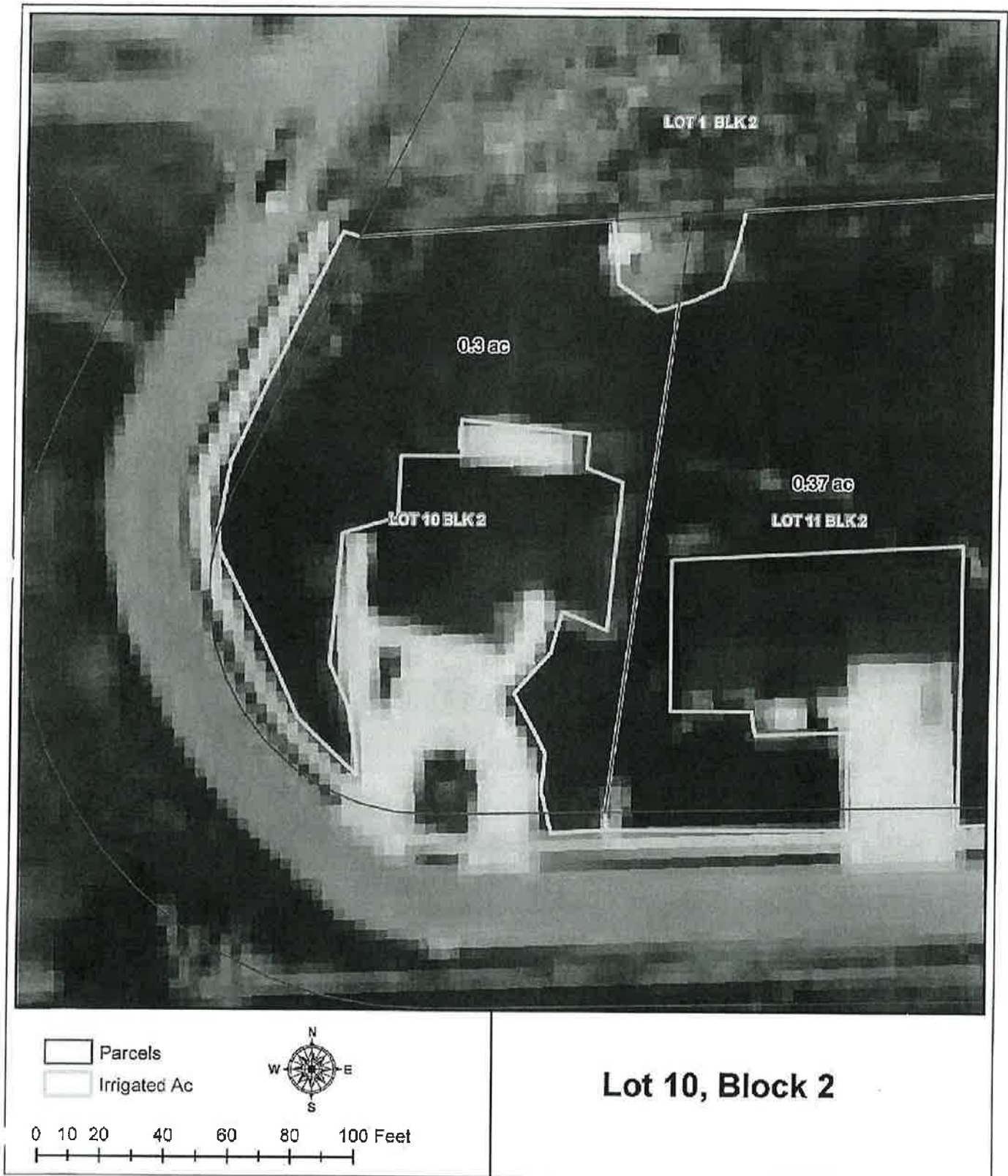
SCANNED

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Exhibit 1

Map of Proposed Acre Location



Lot 10, Block 2

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

1 & R DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 1 day of FEBRUARY [MONTH], 2018 (the "Effective Date"), by and between Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and MATT STENI CLAYTON [NAME], HUSBAND and WIFE [TYPE OF ENTITY], whose address is 435 N CAILLOWAY DR [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 5 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.5-acre portion of the Water Rights. Buyer has agreed to purchase the 0.5-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.5-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ME TKRS DATE: 2/1/19

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MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase [REDACTED]
or a total [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WJ / WJ DATE: 2/1/19 PAGE 2 OF 4

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MAR 14 2019

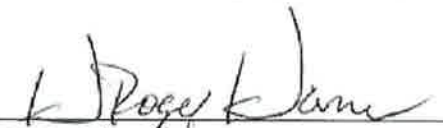
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ME / LSW DATE: 2/1/19 PAGE 3 OF 4

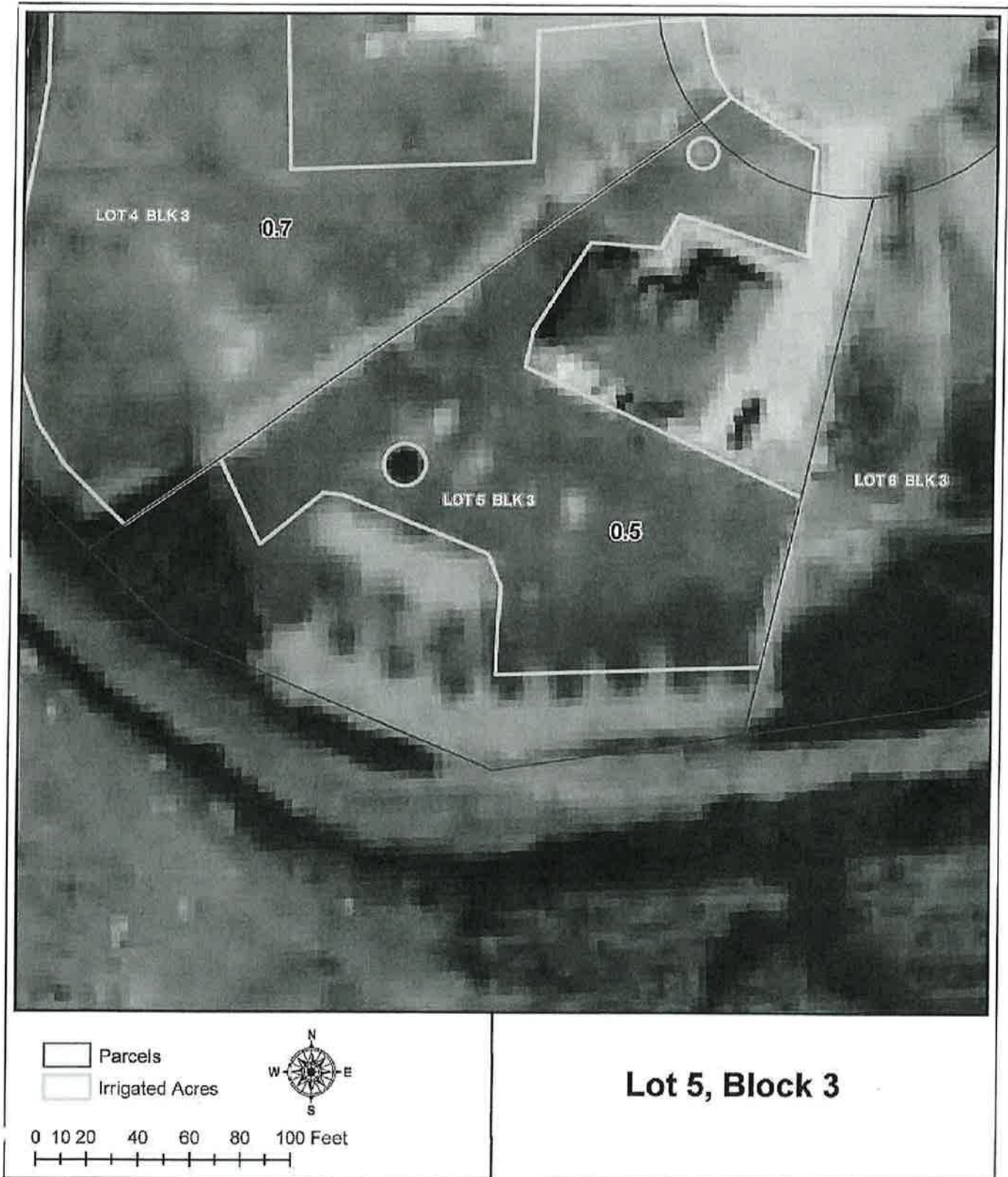
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MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

/ L M) DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 6th day of FEB [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Rick and Traci Excell [NAME], Husband and wife [TYPE OF ENTITY], whose address is ? N. Callaway Circle [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties". (202 Holly St., Rexburg, ID 83440)

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 10 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.108-acre portion of the Water Rights. Buyer has agreed to purchase the 0.108-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a .68-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: M. L. Excell DATE: 2-6-18 PAGE 1 OF 4

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SCANNED

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] [Signature] DATE: 2-6-19 PAGE 2 OF 4

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SCANNED

MAR 14 2019

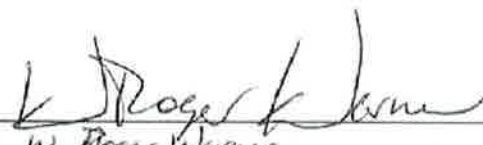
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: W. R. Warner DATE: 2-6-19 PAGE 3 OF 4

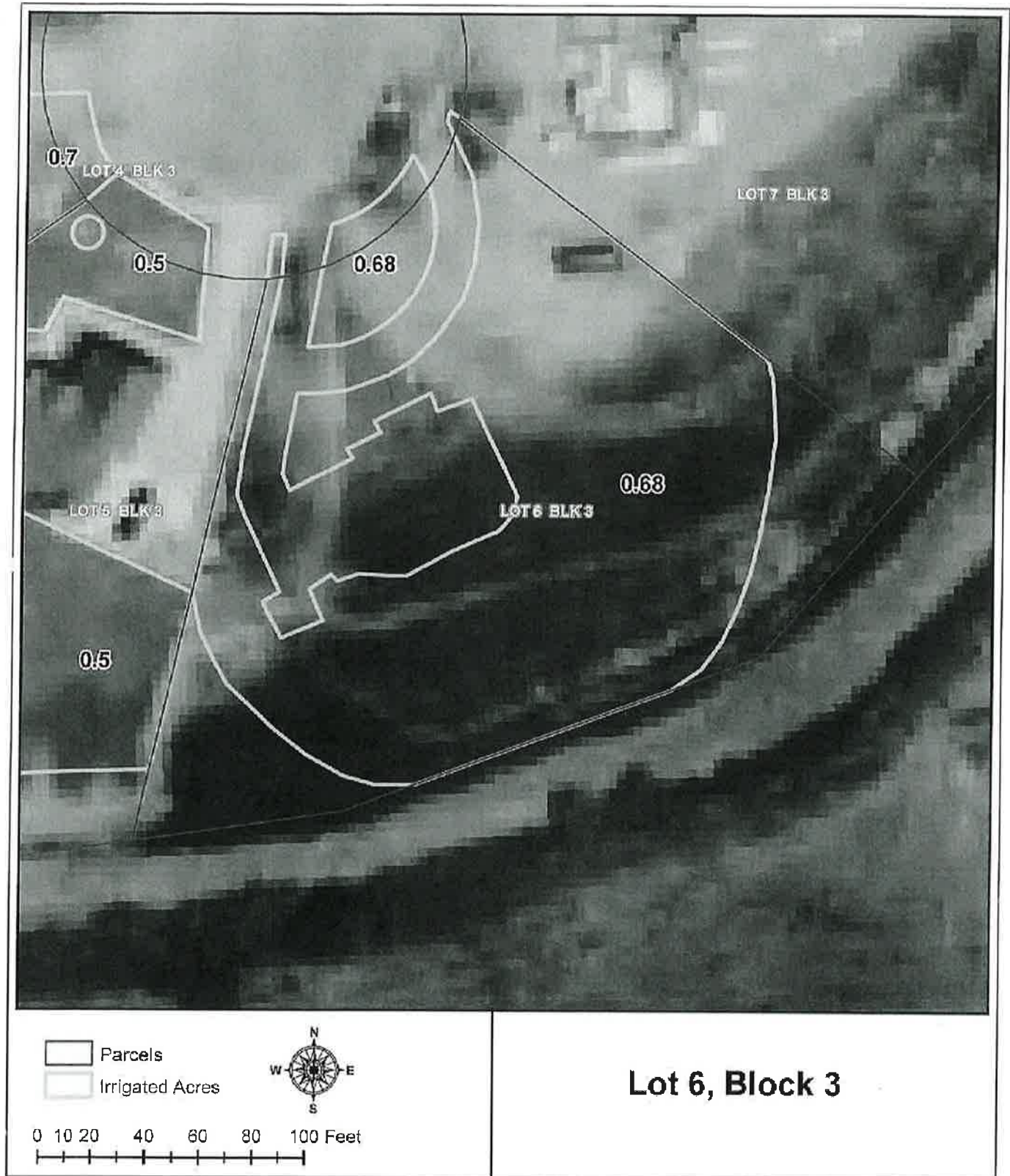
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SCANNED

MAR 14 2019

Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

1/10/19 DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Leslie Garner [NAME], 4089 E. 450 N. [TYPE OF ENTITY], whose address is _____ [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

SELF

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 18 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a .27-acre portion of the Water Rights. Buyer has agreed to purchase the .27-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a .27-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: Ltg / Ltg DATE: 1-9-19 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] / [Signature] DATE: 1-9-19

PAGE 2 OF 4

SCANNED

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Robert Warner
 Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1 LK DATE: _____ PAGE 3 OF 4

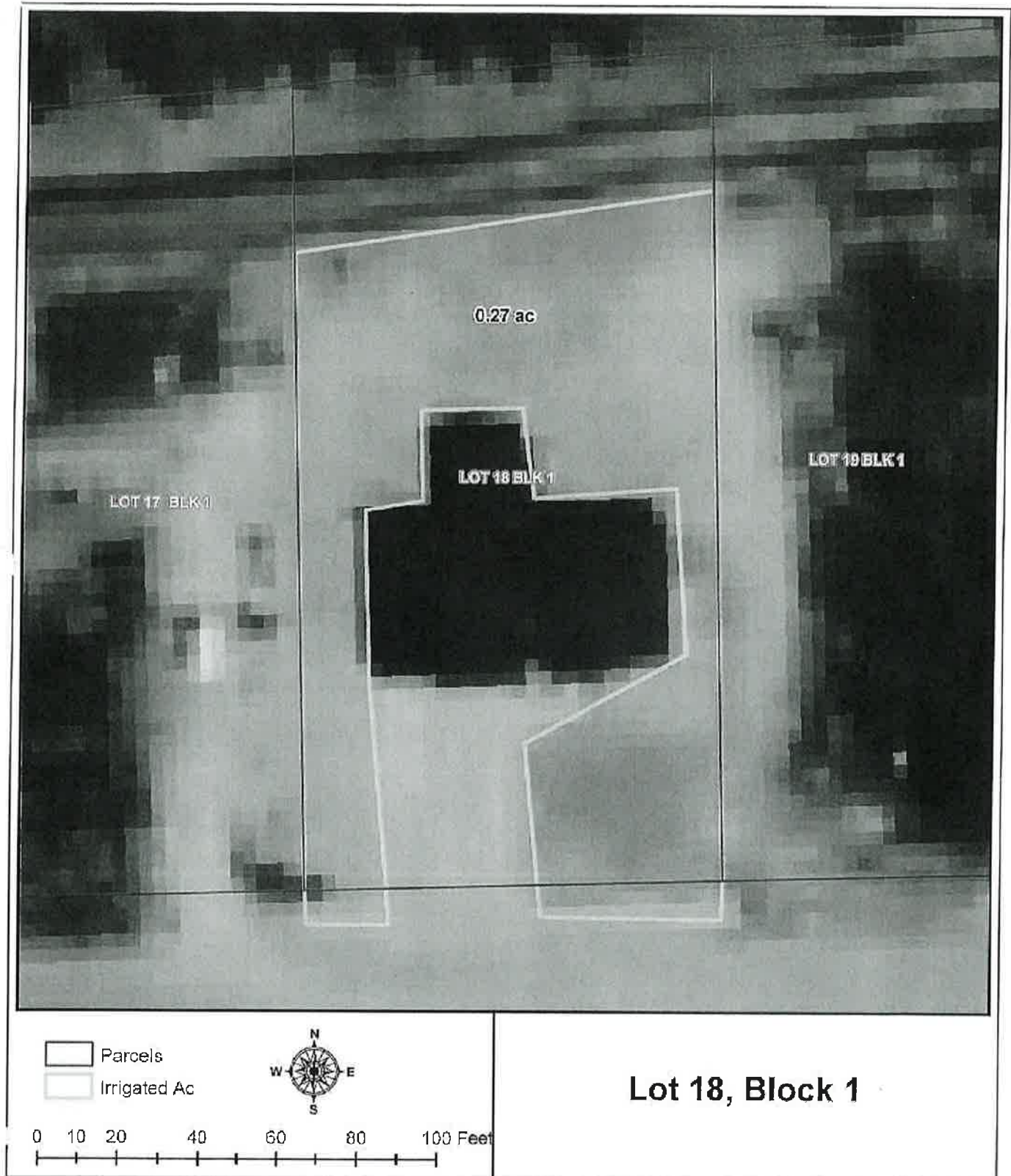
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SCANNED

MAR 14 2019

Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
BUYER AND SELLER'S INITIALS: *DA 128* DATE: *1-9-19*

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PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2019 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste. 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Jeffrey Gorton LOR, Jr. [NAME], [TYPE OF ENTITY], whose address is 4095 E. 450 N, Rigby, ID [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 21 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.23-acre portion of the Water Rights. Buyer has agreed to purchase the .23-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a .23-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JG / JG DATE: 1/22/19 PAGE 1 OF 4

SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JL / [Signature] DATE: 1/22/19 PAGE 2 OF 4

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SCANNED

MAR 14 2019

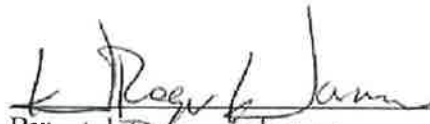
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Cooper Werner
 Its: Member

"BUYER"




AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/22/19 DATE: 1/22/19 PAGE 3 OF 4

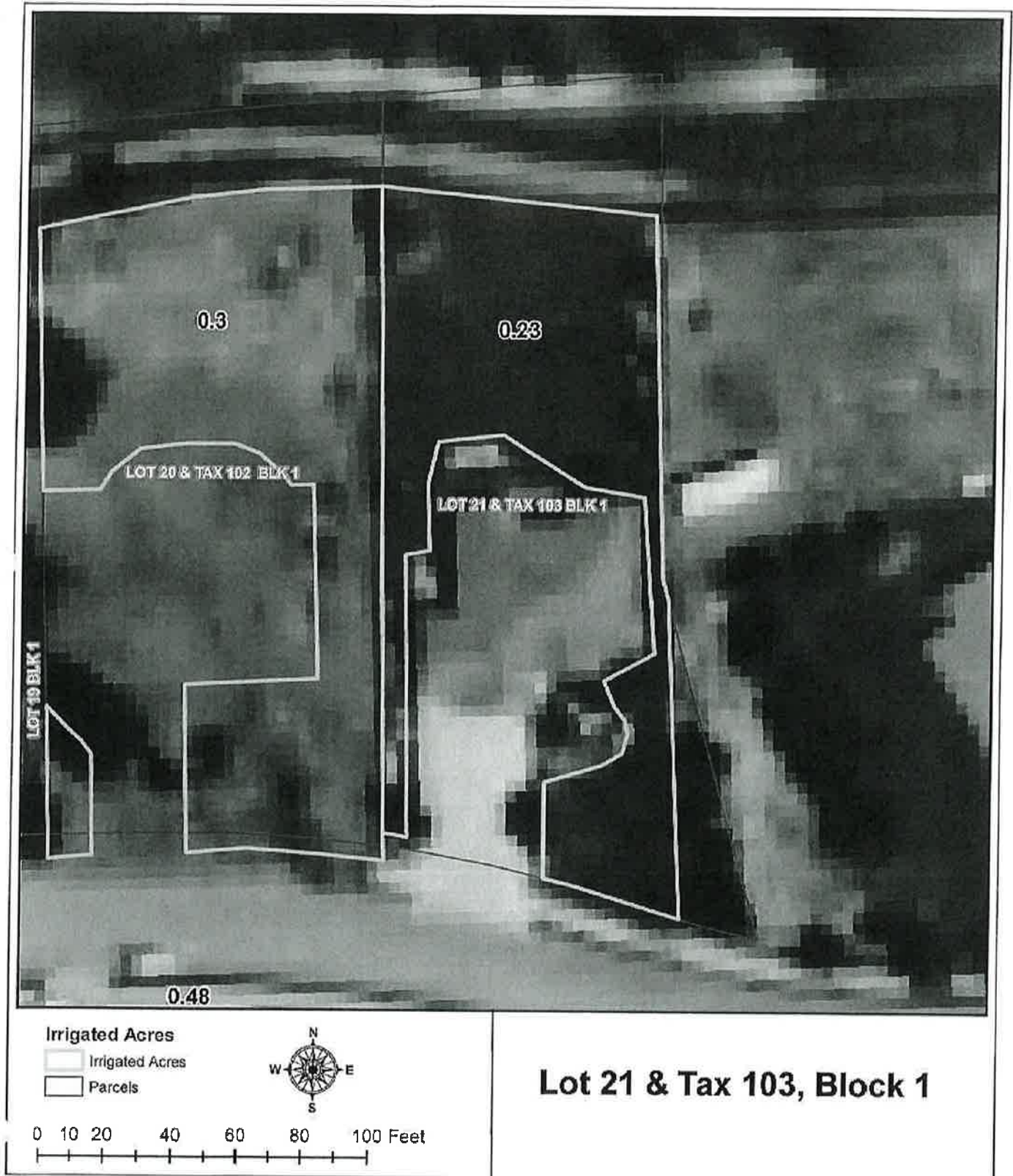
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: *1/2* DATE:

MAR 14 2019

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

213-200-0330

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2019 (the "Effective Date"), by and between Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and ALBERT & SERGIO Y SERGIO [NAME], HUSBAND & WIFE [TYPE OF ENTITY], whose address is 4096 E 450 N Rigby [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 21 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 1.09-acre portion of the Water Rights. Buyer has agreed to purchase the 1.09-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 1.09-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: A / LK DATE: Jan 22, 2019 PAGE 1 OF 4

83069

SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: A / K DATE: Jan 22, 2019 PAGE 2 OF 4

SCANNED

MAR 14 2019

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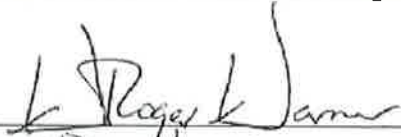
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: R / LR DATE: Mar 22, 2019 PAGE 3 OF 4

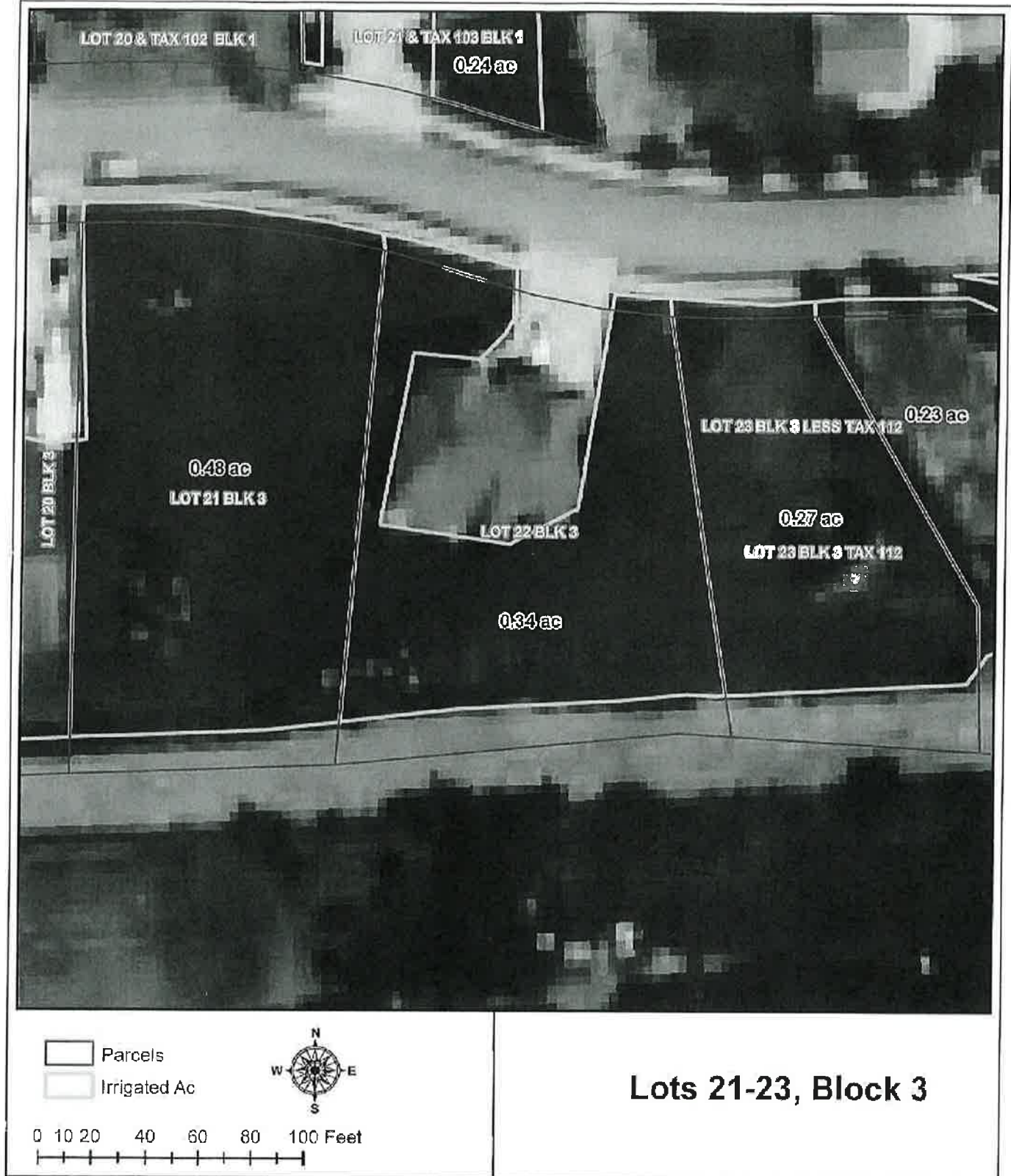
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: 1/6 YL DATE: MAR 14 2019 PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 9 day of 2 [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Jennifer Harris [NAME], [TYPE OF ENTITY], whose address is 4032 E Fairway Dr. [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 5 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.31-acre portion of the Water Rights. Buyer has agreed to purchase the 0.31-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.31-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JH / JKH DATE: 2-9-19 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JH / LK DATE: 2-9-19 PAGE 2 OF 4

SCANNED

MAR 14 2019

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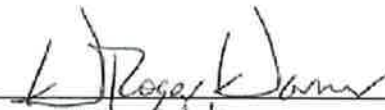
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Robert Warner
 Its: Member

"BUYER"


2-9-19

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / KRL DATE: PAGE 3 OF 4

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Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: 1/10/19 DATE: 1/10/19

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 25 day of JANUARY [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and THANE DIXIE HEINER [NAME], DP [TYPE OF ENTITY], whose address is 3034 SPARROW HAWK [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 12 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.5 -acre portion of the Water Rights. Buyer has agreed to purchase the 0.5 -acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.5 -acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: L. I. H. DATE: 01/25/2018 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *h 1 4*

DATE: *01/25/2019* PAGE 2 OF 4

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MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

By: *W. Roger Warner*
Its: *Member*

"BUYER"

Lyle Limer

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *W. Warner* DATE: _____ PAGE 3 OF 4

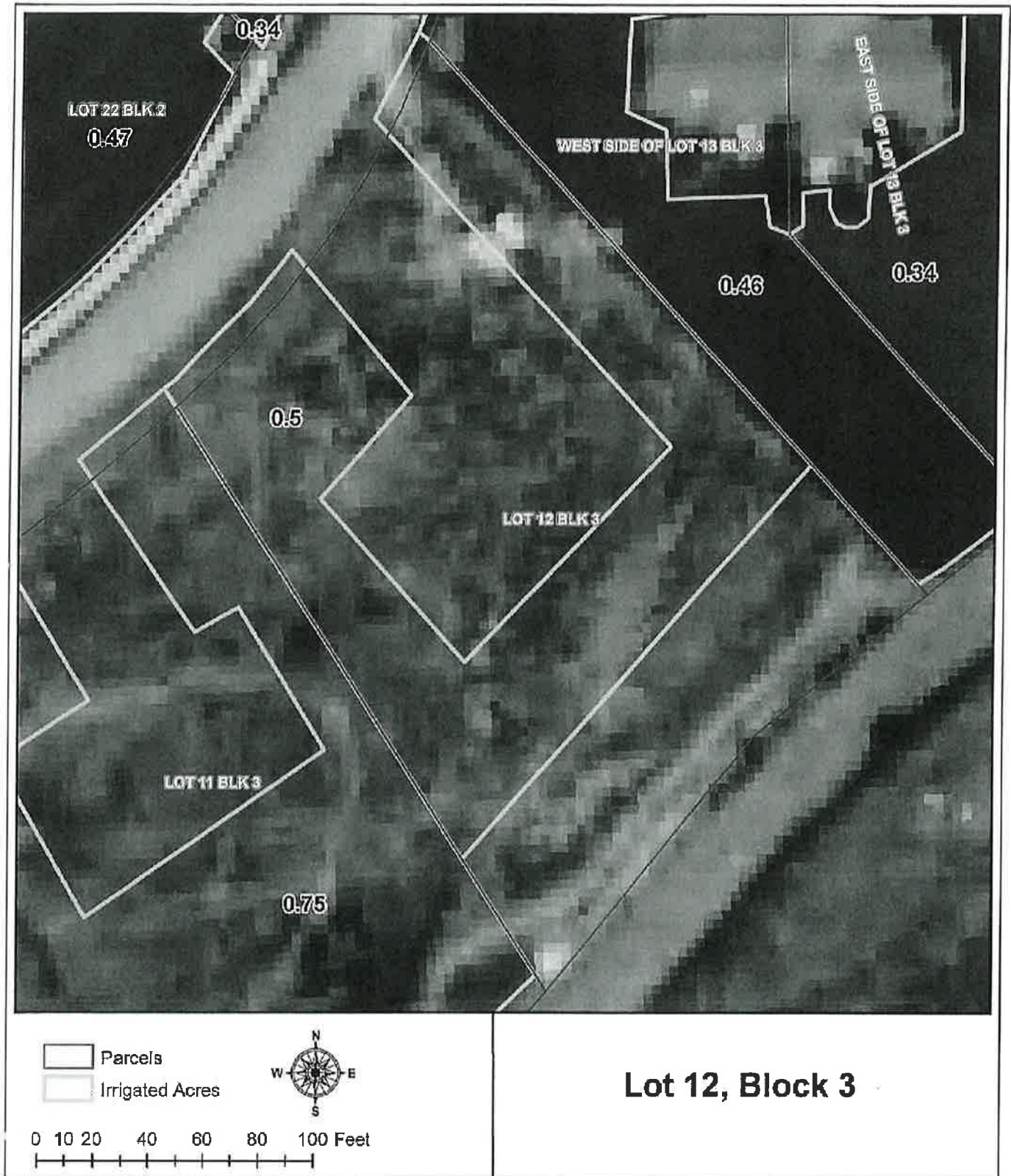
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



Lot 12, Block 3

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

1/2/19 DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

Attachment #10

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 23 day of may [MONTH], 2019 (the "Effective Date"), by and between Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Rodney and Lorraine Hodson [NAME], Husband / Wife [TYPE OF ENTITY], whose address is 4086 E. 450 N. Rigby ID 83442 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 17 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.36-acre portion of the Water Rights. Buyer has agreed to purchase the 0.36-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.36-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS HL

DATE: 1/23/19

PAGE 1 OF 1

SCANNED

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 22/1/14 DATE: 1/23/19 PAGE 2 OF 4

SCANNED
MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

By: [Signature]
Its: Member

"BUYER"

[Signature]
[Signature]

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

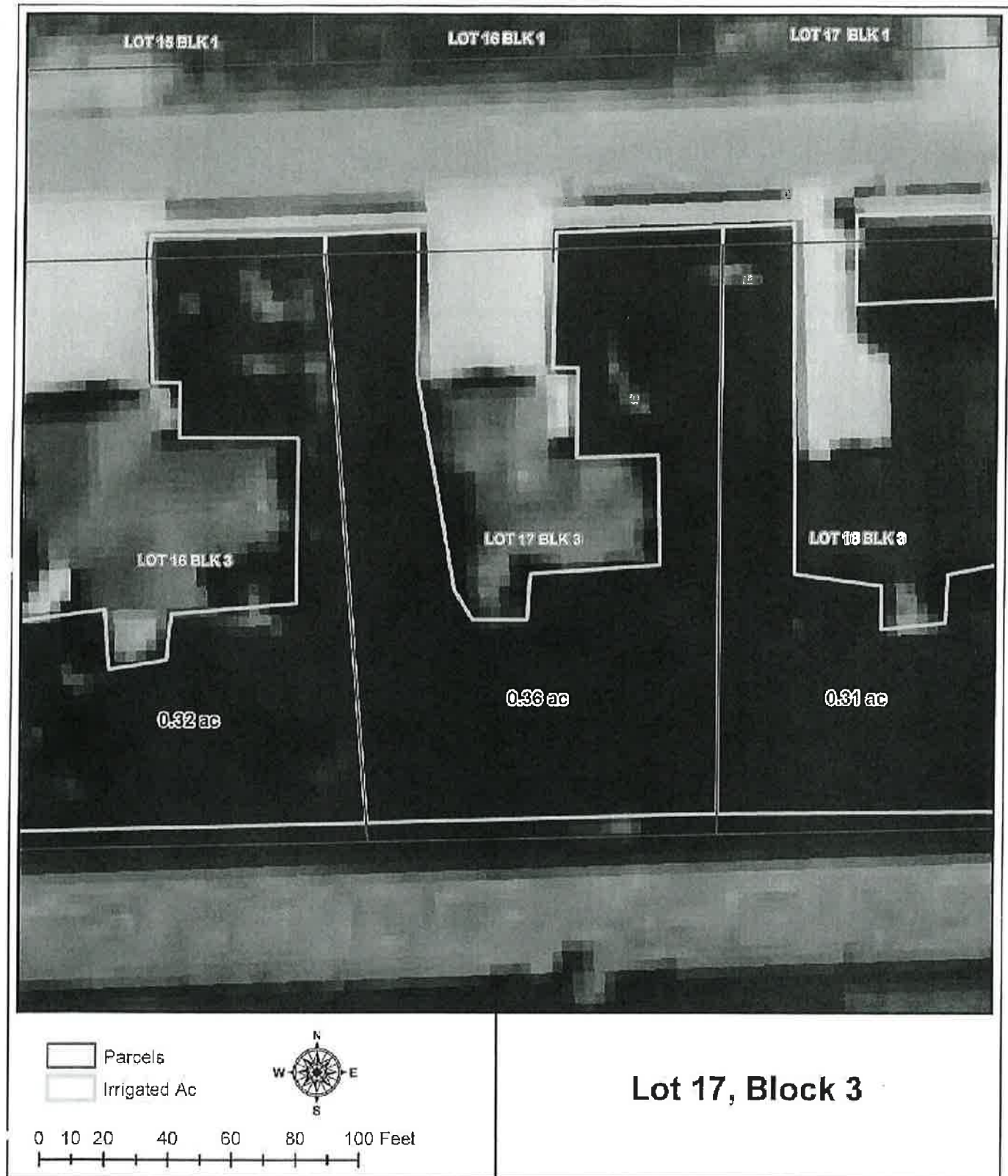
BUYER AND SELLER'S INITIALS: 1/12/19 DATE: _____ PAGE 3 OF 4

SCANNED
MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 31 day of January [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Phillip & Doreen Horn [NAME], husband & wife [TYPE OF ENTITY], whose address is 4092 E 450 N. [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 20 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.32-acre portion of the Water Rights. Buyer has agreed to purchase the 0.32-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.32-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: Jan. 31 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 1-31-2019 PAGE 2 OF 4

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Member

"BUYER"




AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LR DATE: _____ PAGE 3 OF 4

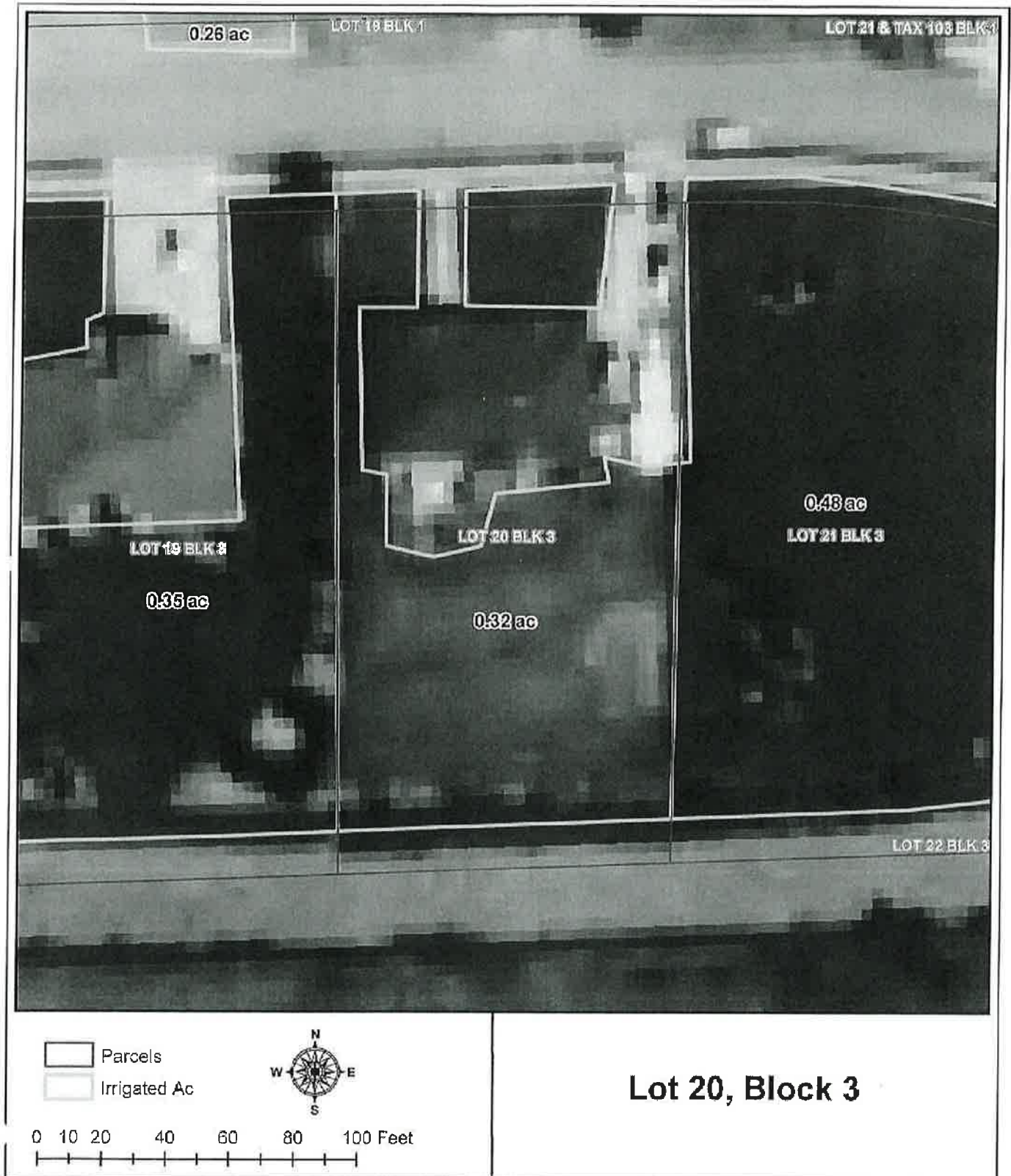
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



Lot 20, Block 3

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

// VZ \ DATE:

PAGE 4 OF 4

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Attachment #10
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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 12 day of December [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Jefferson Greens HOA [NAME], [TYPE OF ENTITY], whose address is 445 N 4105 E [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration. LESS TAX 112
- D. Buyer owns Lot 23 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.23-acre portion of the Water Rights. Buyer has agreed to purchase the 0.23-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.23-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

SCANNED

MAR 14 2019

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KS, LDK DATE: 12-11-18 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / LYB DATE: _____ PAGE 2 OF 4

SCANNED

MAR 14 2019

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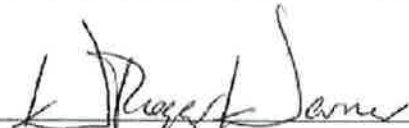
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

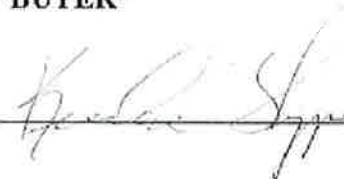
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Ryan Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / LR DATE: PAGE 3 OF 4

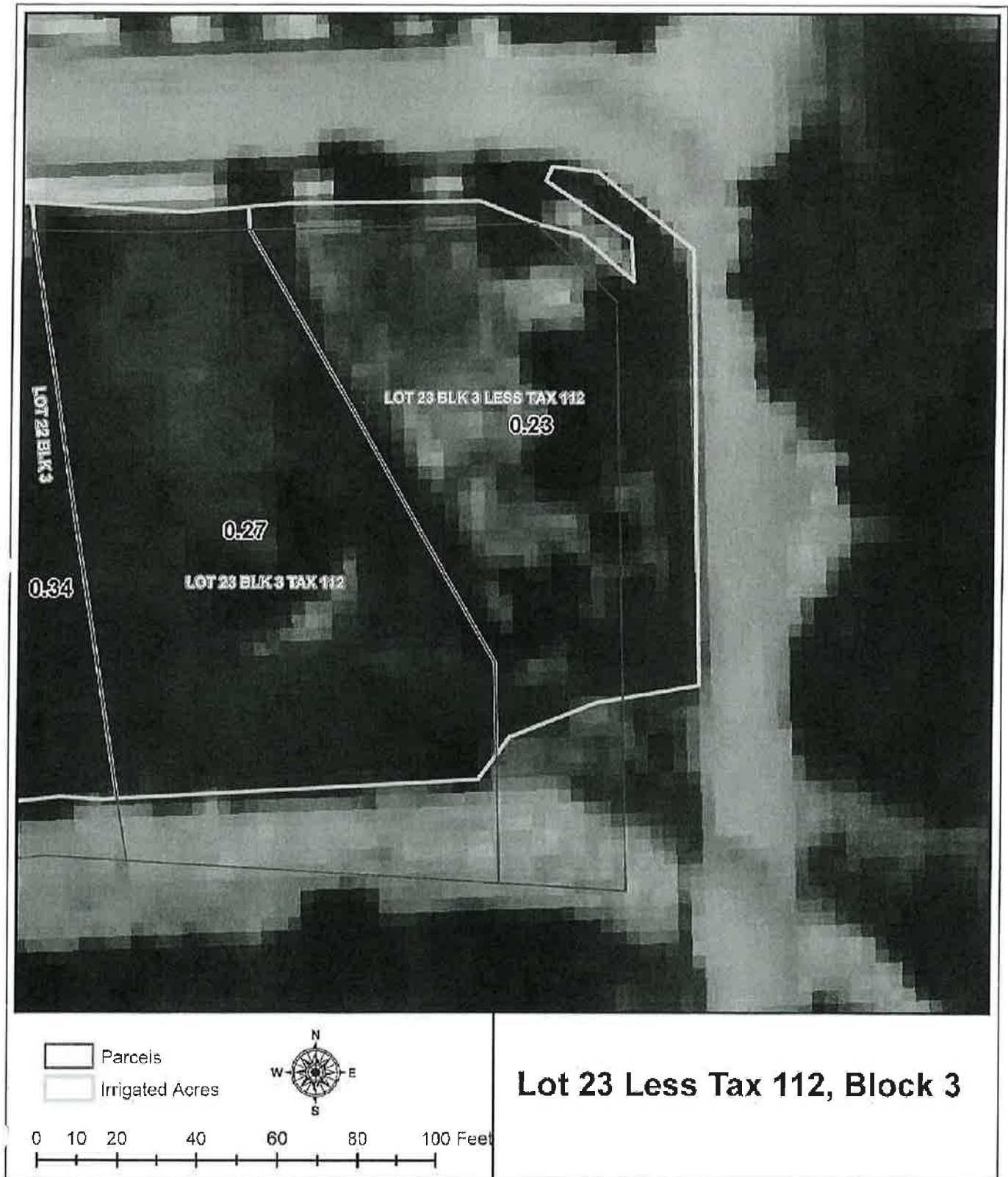
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



Lot 23 Less Tax 112, Block 3

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 12 day of December [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Jefferson Greens HOA [NAME], [TYPE OF ENTITY], whose address is _____ [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration. WELL LOT
- D. Buyer owns Lot 23 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.34-acre portion of the Water Rights. Buyer has agreed to purchase the 0.34-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.34-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KS / LDR DATE: 12-12-18 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/9/18 DATE: 1-9-18

PAGE 2 OF 4

SCANNED

MAR 14 2019

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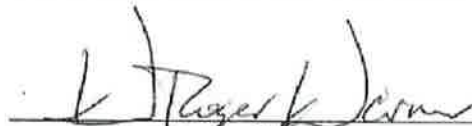
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Taylor Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: _____ / _____ DATE: _____ PAGE 3 OF 4

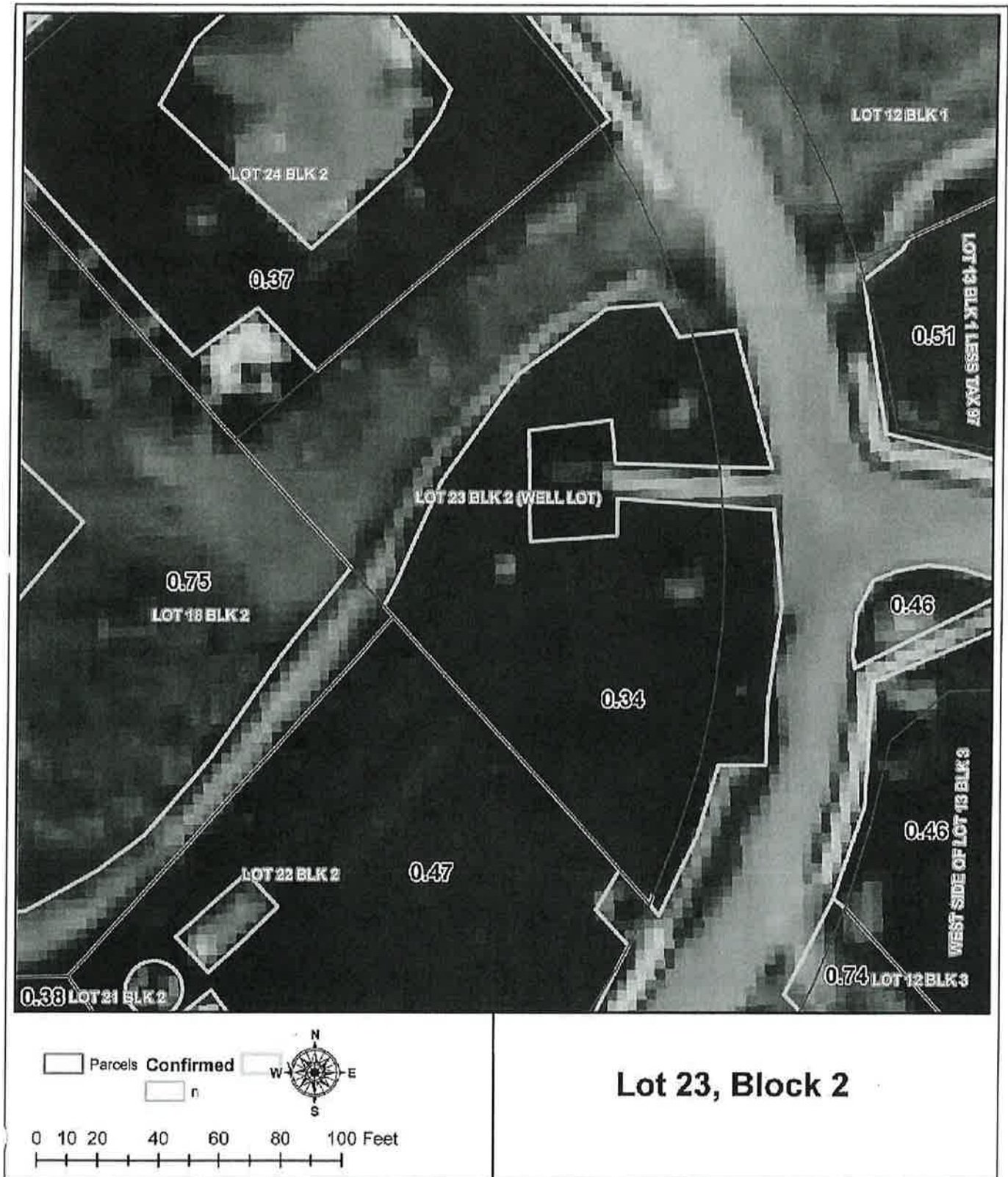
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



Lot 23, Block 2

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

RIVER AND SELLER'S INITIALS:

1/1/19 DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 23 day of January [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Scott & Kathleen Killpack [NAME], husband and wife [TYPE OF ENTITY], whose address is 4074 E 450 N [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 13 West of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.46-acre portion of the Water Rights. Buyer has agreed to purchase the 0.46-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.46-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: SC / KDK DATE: 1-23-19 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 1.23.19 PAGE 2 OF 4

SCANNED

MAR 14 2019

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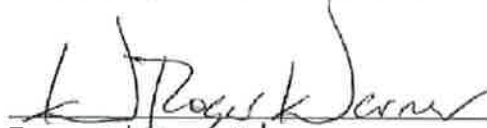
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: SL/LRW DATE: 1.23.19 PAGE 3 OF 4

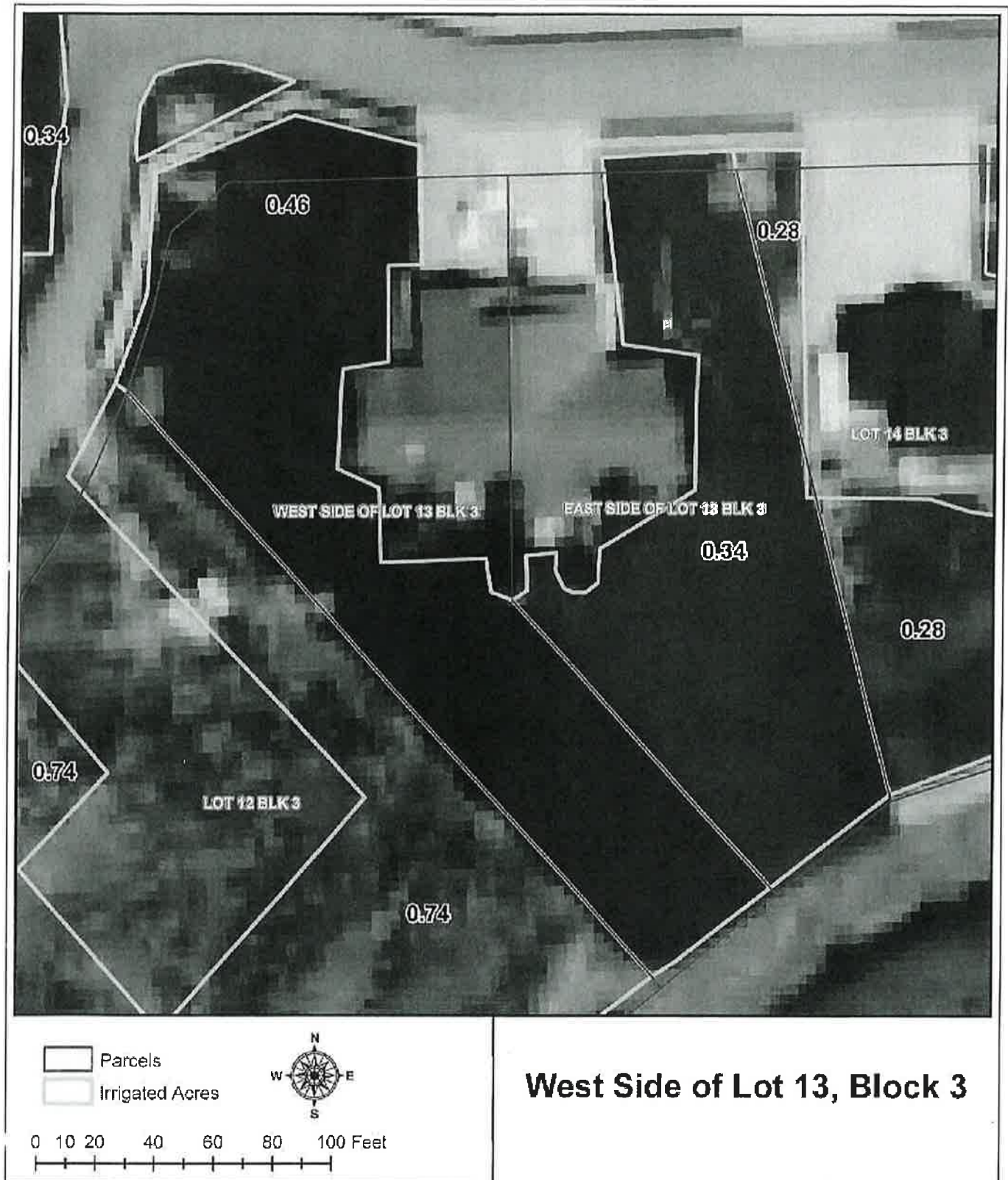
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SCANNED

MAR 14 2019

Exhibit 1

Map of Proposed Acre Location



West Side of Lot 13, Block 3

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS: *SL 16 DV* DATE: *1-12-19* PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 9 day of February [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and BRAD & KRISTAL KLASSEN [NAME], HUSBAND & WIFE [TYPE OF ENTITY], whose address is 4025 CALLOWAY DR. [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 12 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.77-acre portion of the Water Rights. Buyer has agreed to purchase the 0.77-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.77-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BR & K DATE: 2-9-19 PAGE 1 OF 4

SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BK LDK DATE: 2-9-19 PAGE 2 OF 4

SCANNED

MAR 14 2019

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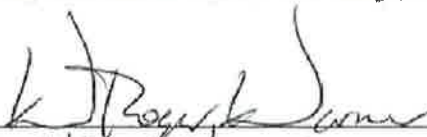
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Robert Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BK/LRW DATE: 2-9-19 PAGE 3 OF 4

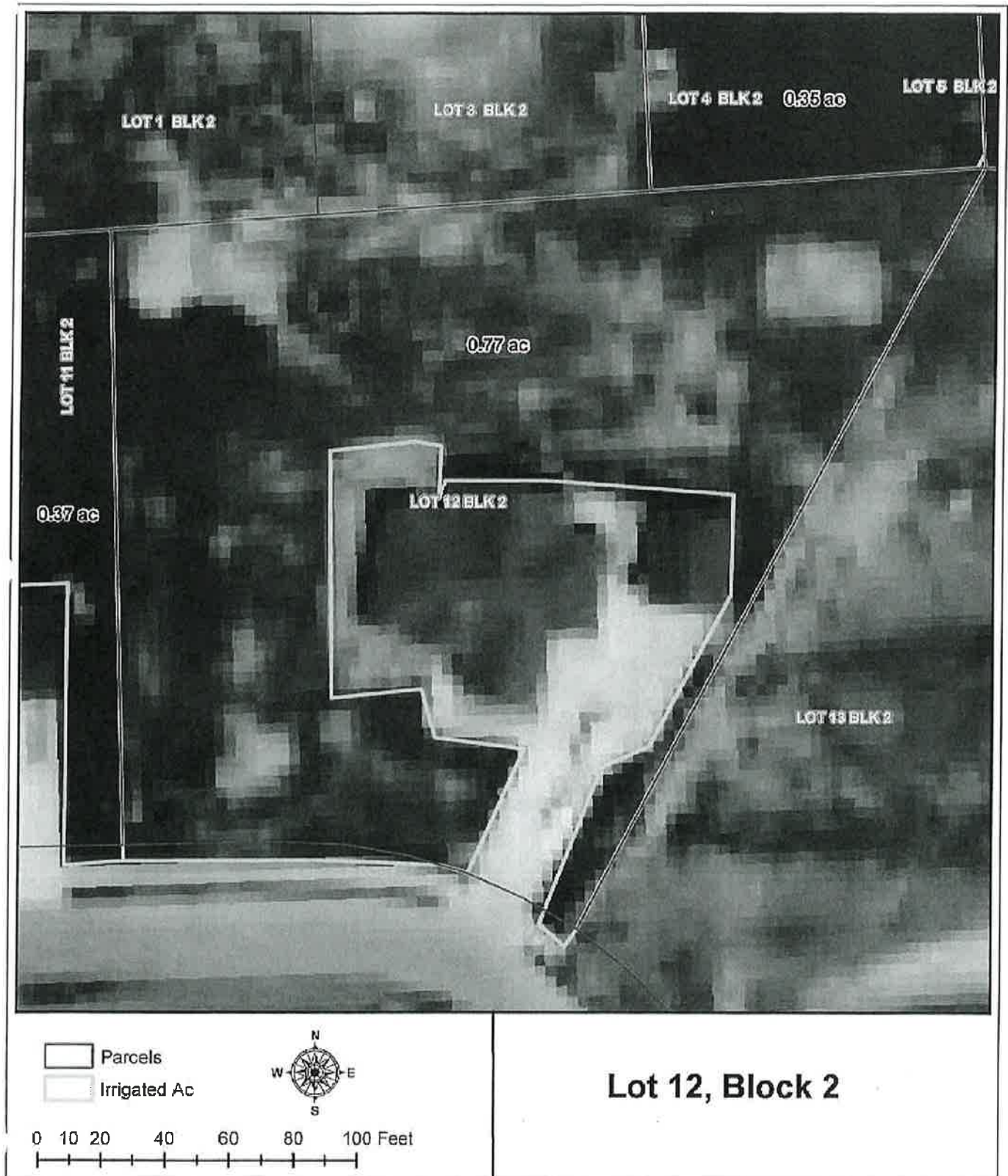
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

/ [Signature] DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the Jan 26th day of January [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Kasey + Mary Klingler [NAME], Husband and wife [TYPE OF ENTITY], whose address is 4034 E. Fairway Dr. Rigby, ID 83442 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 6 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.4-acre portion of the Water Rights. Buyer has agreed to purchase the 0.4-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.4-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KK CK DATE: 01/26/2019 PAGE 1 OF 4

SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KK, CK DATE: 01/26/2019 PAGE 2 OF 4

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Member

"BUYER"


Celeste Klingler

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/2 PL DATE: _____ PAGE 3 OF 4

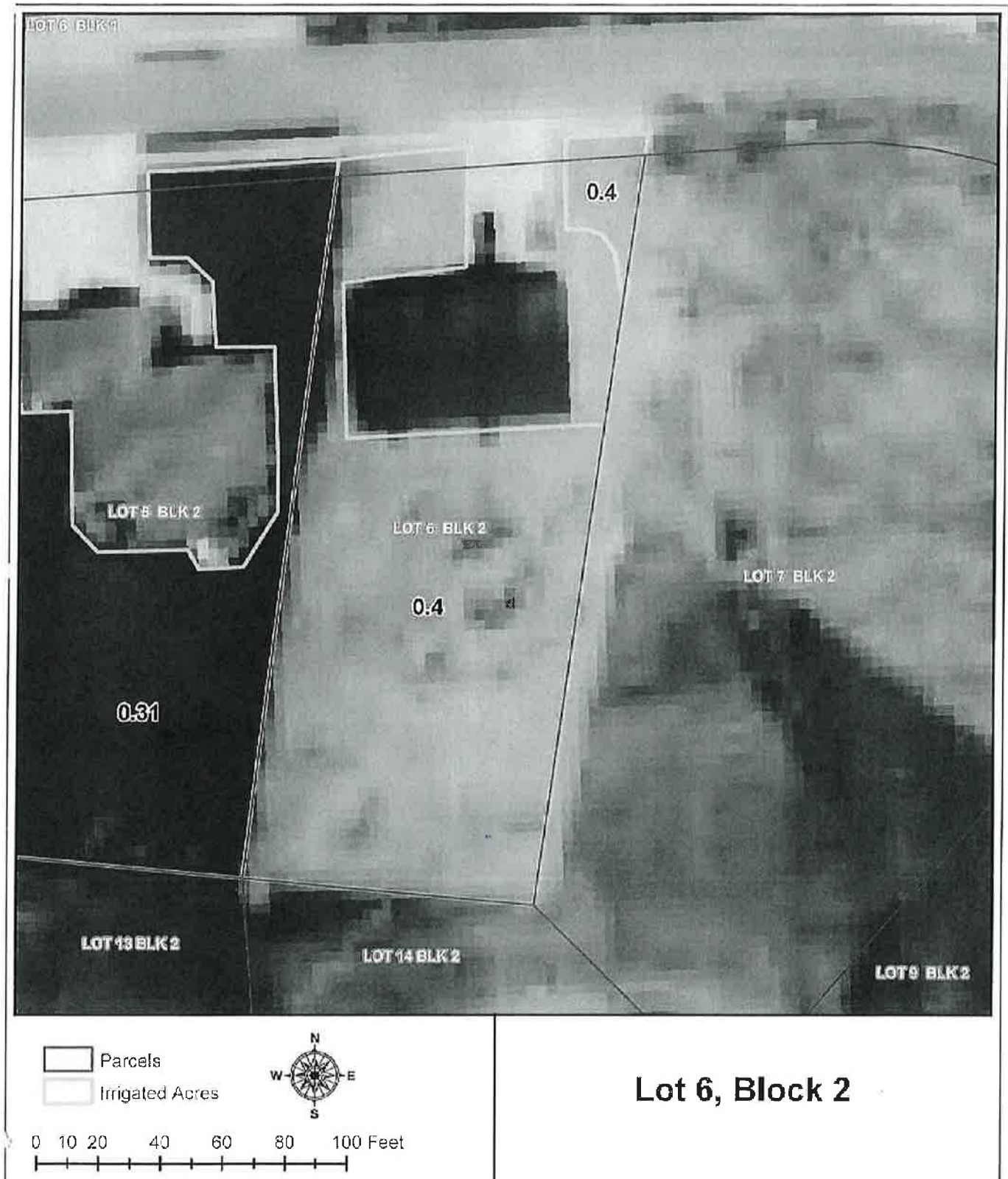
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS: _____

DATE: _____

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 25 day of FEBRUARY [MONTH], 2019 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Colin & Allison Luke [NAME], hus and wife [TYPE OF ENTITY], whose address is 4031 E Fernway Dr. [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 6 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.7-acre portion of the Water Rights. Buyer has agreed to purchase the 0.7-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.7-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: Colin Luke

DATE: 2-25-19

PAGE 1 OF 4

SCANNED

MAR 14 2019

83069

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [REDACTED] DATE: 2-25-19 PAGE 2 OF 4

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MAR 14 2019

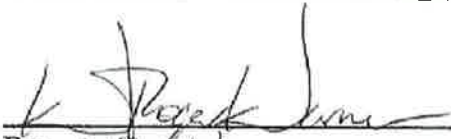
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

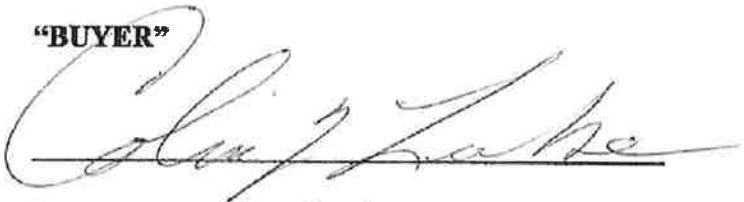
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. K. Warner
Its: member

"BUYER"


Allene Colute

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

1/20/19 DATE:

PAGE 3 OF 4

SCANNED

MAR 14 2019

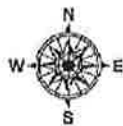
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Exhibit 1

Map of Proposed Acre Location



 Irrigated Acres
 Parcels



0 10 20 40 60 80 100 Feet


Lot 6, Block 1

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS: _____ / LY DATE: _____ PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and MARTIN + AMANDA MA [NAME], HUSBAND + WIFE [TYPE OF ENTITY], whose address is 4026 FAIRWAY DR [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 3 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.35 -acre portion of the Water Rights. Buyer has agreed to purchase the 0.35 -acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.35 -acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MM, LRB DATE: 01/26/2019 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price _____
or a total of _____
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MM 1K 2L DATE: 01/26/2019

PAGE 2 OF 4

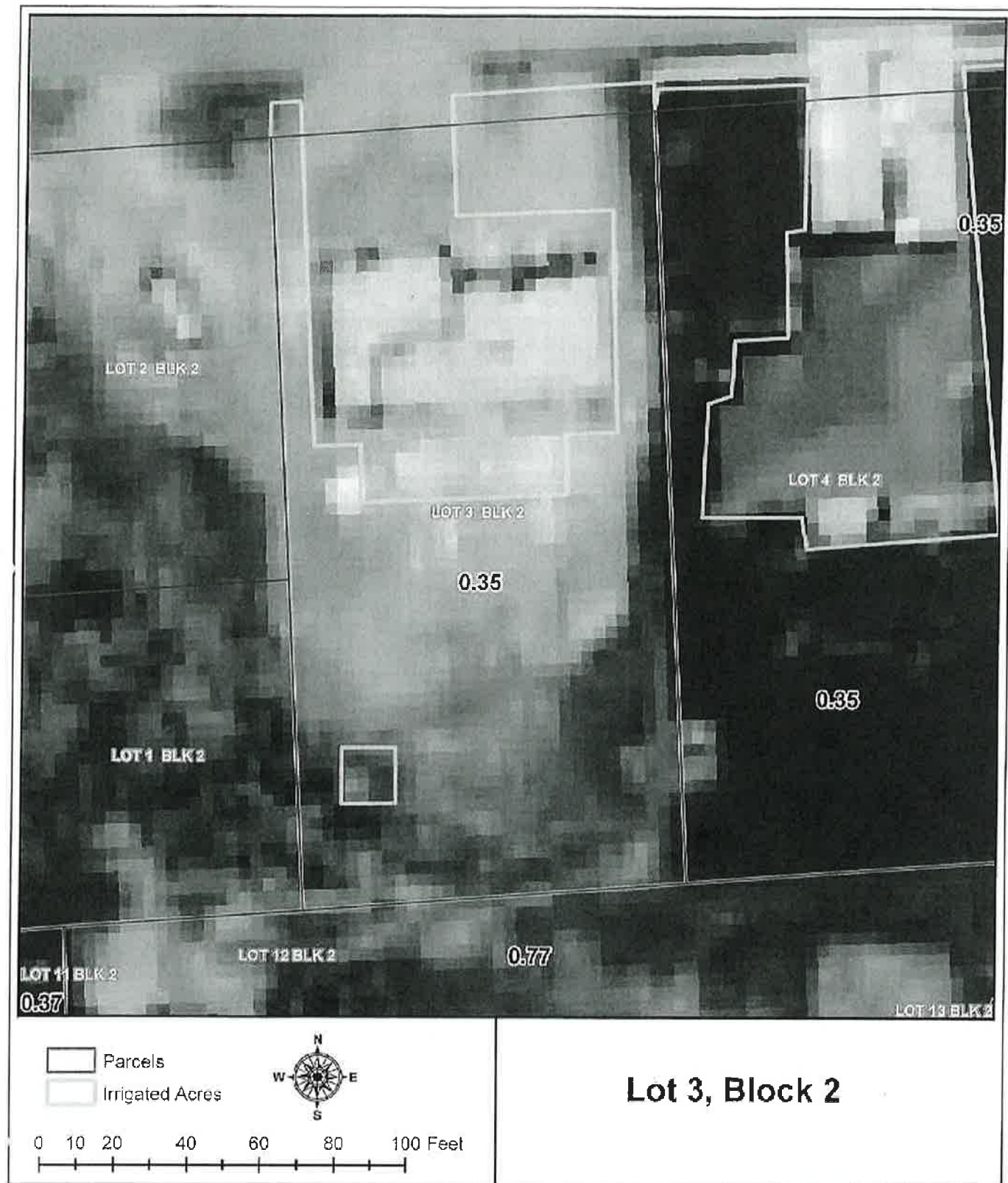
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MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

16/06/1 DATE:

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MAR 14 2019

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 23 day of JANUARY [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and DAVE MICHAELSON [NAME], OWNER [TYPE OF ENTITY], whose address is 4076 E 450N RIGBY [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 13 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system. EAST SIDE OF
- E. Seller desires to sell, and Buyer desires to buy, a 0.34-acre portion of the Water Rights. Buyer has agreed to purchase the 0.34-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.34-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

SCANNED

MAR 14 2019

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1/23/19

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 1/23/19 PAGE 2 OF 4

SCANNED

MAR 14 2019

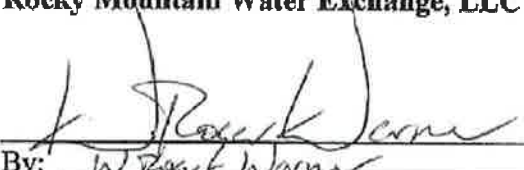
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1 KB DATE: 1/23/19 PAGE 3 OF 4

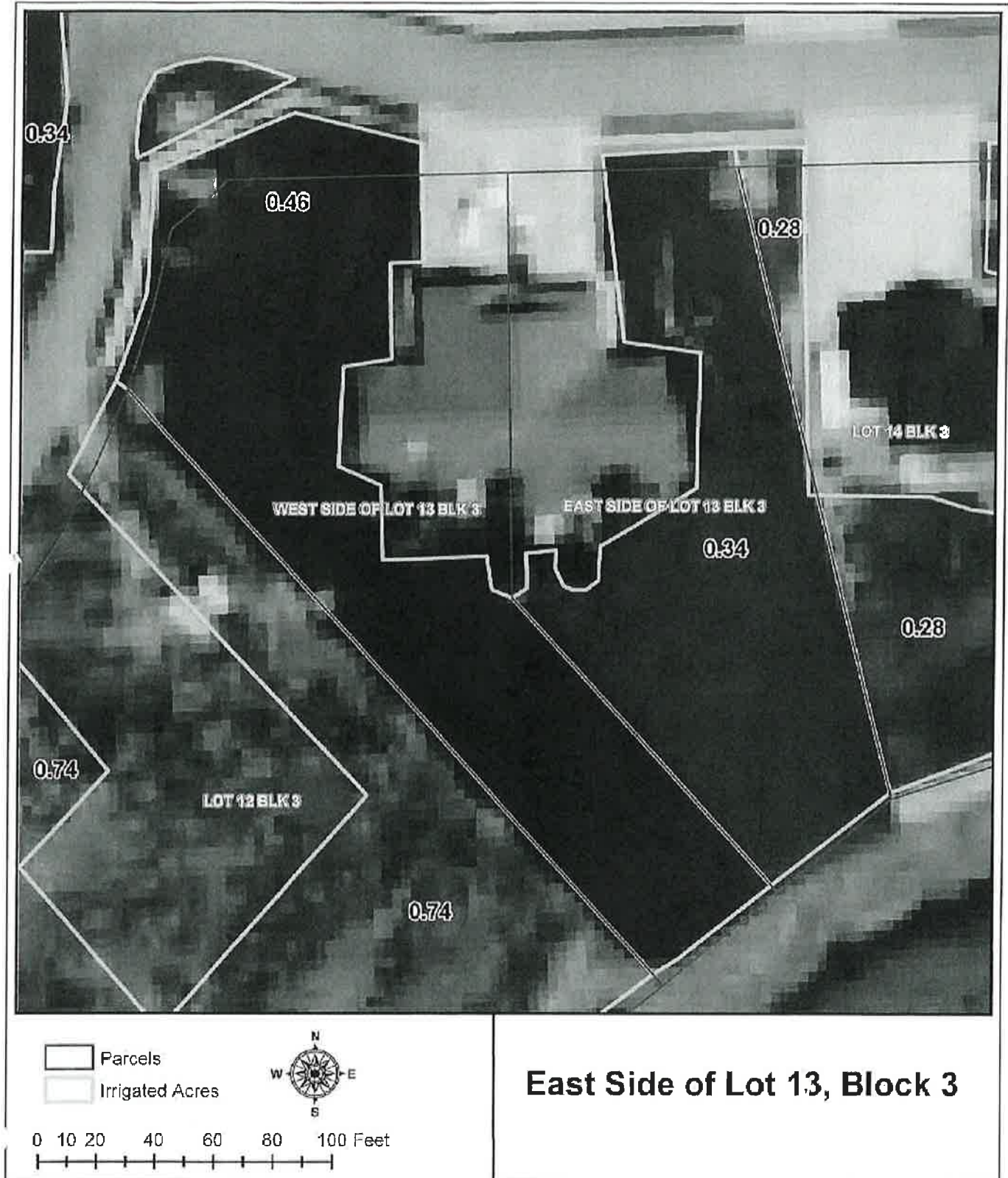
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



East Side of Lot 13, Block 3

SCANNED

MAR 14 2019

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: *LVL* DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Robert and Patricia Moont Family Trust, husband and wife [TYPE OF ENTITY], whose address is 4028 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 4 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.35-acre portion of the Water Rights. Buyer has agreed to purchase the 0.35-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.35-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: PM LR DATE: 1/23/12 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price.  or a total of _____
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS PM DATE: 1/23/19 PAGE 2 OF 4

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SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"




AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: PM DATE: 1/23/19 PAGE 3 OF 4

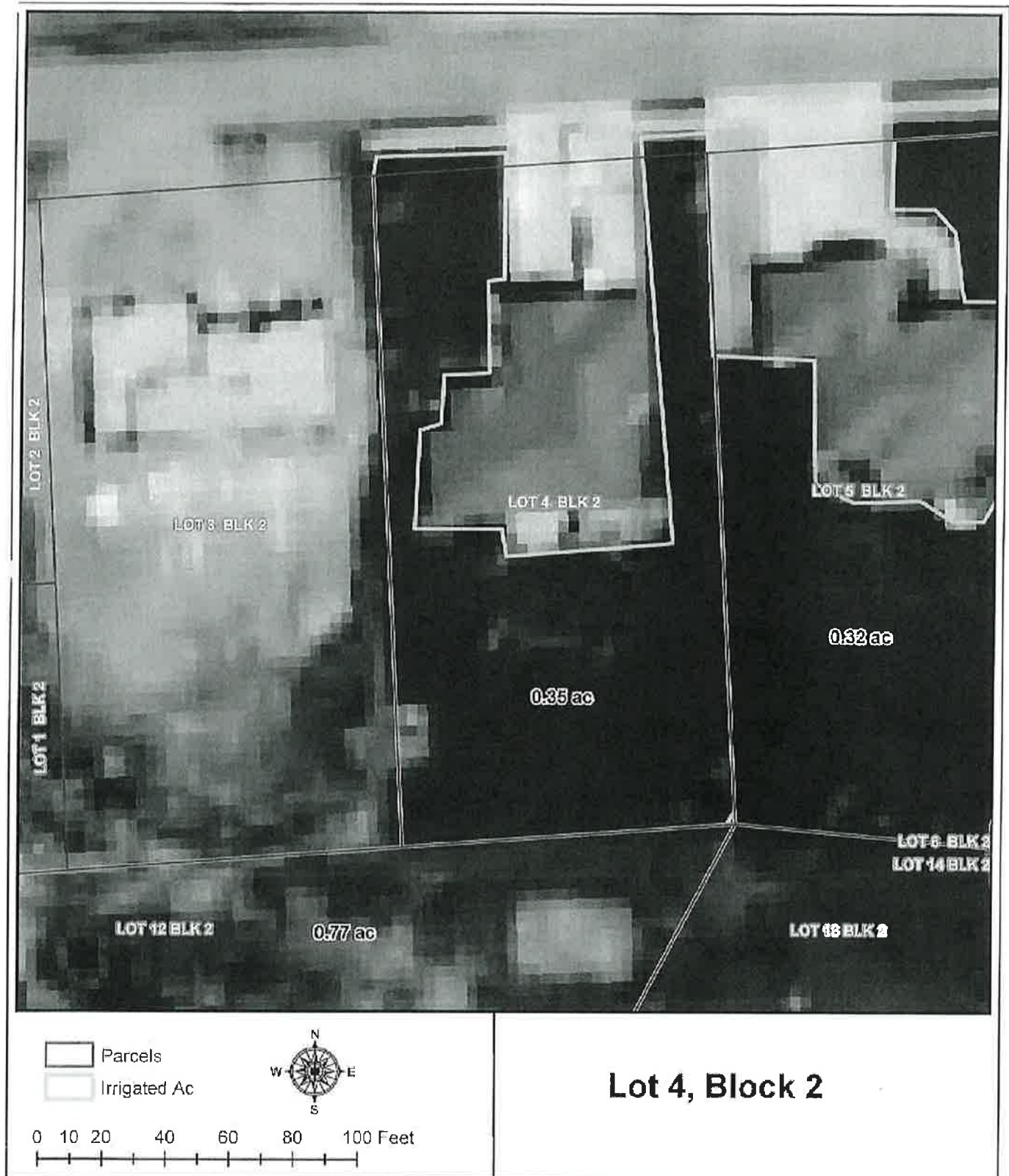
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MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

DATE:

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MAR 14 2019

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 25 day of JANUARY [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Bradley K. Nielson & Laurie Nielson [NAME], Individuals [TYPE OF ENTITY], whose address is 4061 Calloway Dr Rigby ID 83442 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 20, 19 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.68-acre portion of the Water Rights. Buyer has agreed to purchase the 0.68-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

- 1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
- 2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.68-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BM / LK DATE: 1/25/2019 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BM / [Signature] DATE: 1/23/2019 PAGE 2 OF 4

SCANNED

MAR 14 2019

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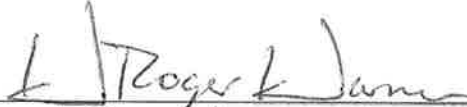
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

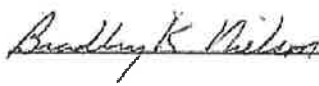
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/28 DATE: _____ PAGE 3 OF 4

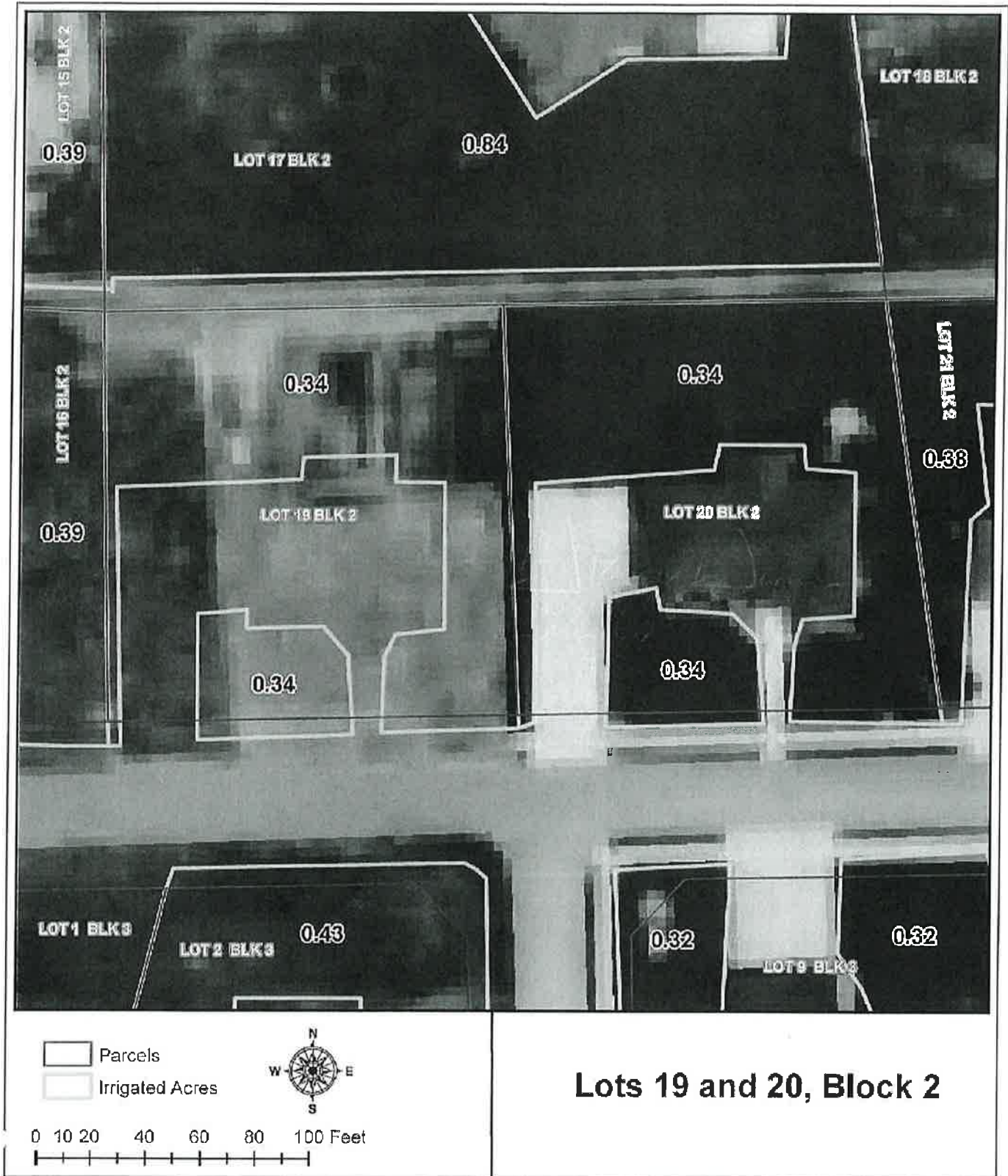
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SCANNED

MAR 14 2019

Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: /

DATE:

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MAR 14 2019

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the _____ day of _____ [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Thayne Gary Odell and Tamra Odell [NAME], husband and wife [TYPE OF ENTITY], whose address is 4081 E 450 N Rigby, ID 83442 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 14 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.23-acre portion of the Water Rights. Buyer has agreed to purchase the 0.23-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.23-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JK 16 DATE: 1-24-19 PAGE 1 OF 4

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SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price.  or a total of _____
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JD / LK DATE: 1-24-19 PAGE 2 OF 4

83069

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 1/2/19 DATE: _____ PAGE 3 OF 4

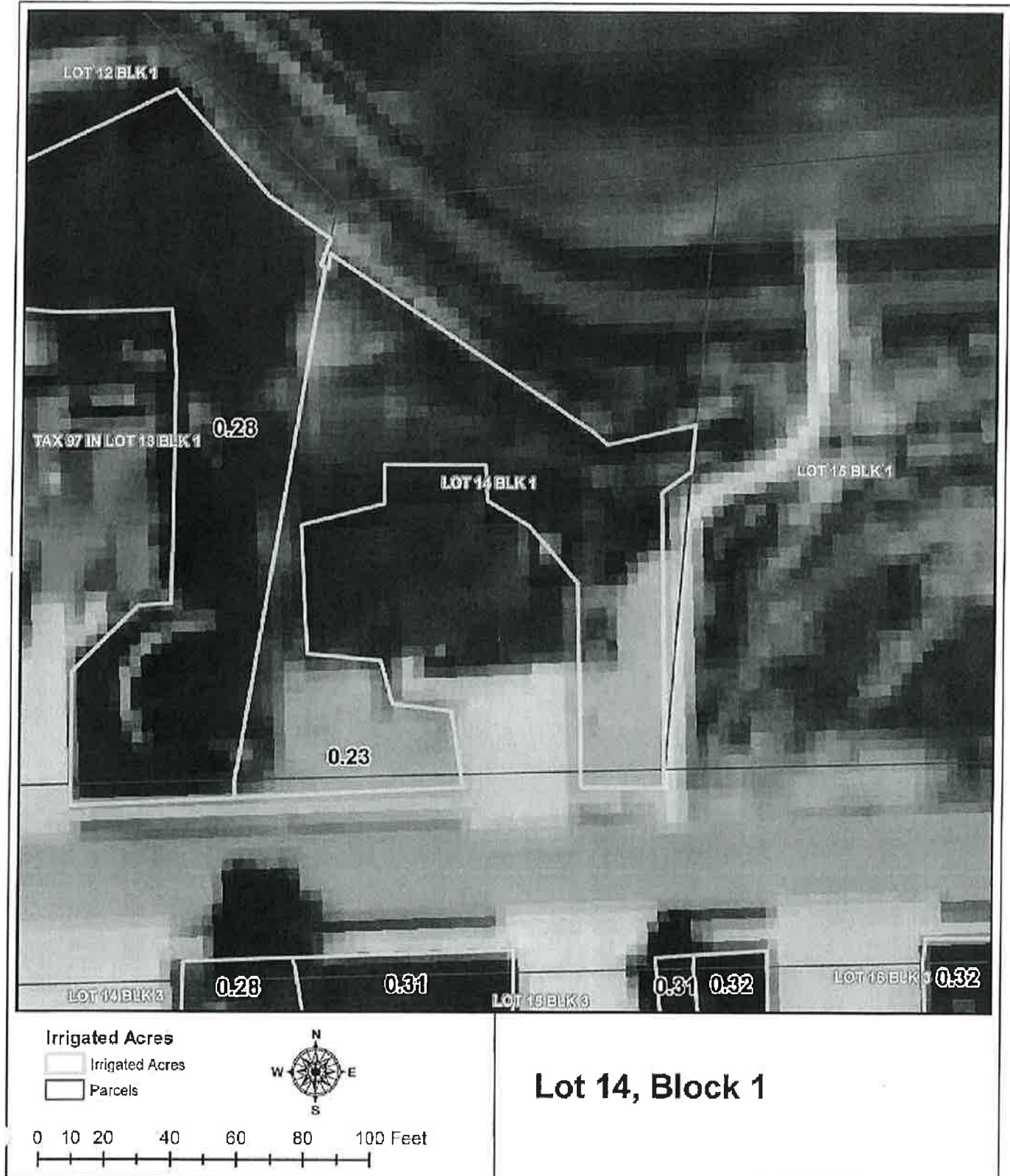
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: *1/2/2016* DATE: *1/2/2016*

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 22 day of JANUARY [MONTH], 2019 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and JAMES + FREDRICK RIST [NAME], BROTHER & BROTHER [TYPE OF ENTITY], whose address is _____ [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 19 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.25-acre portion of the Water Rights. Buyer has agreed to purchase the 0.25-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.25-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JKL DATE: 11/22/2019 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.

4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.

5. Purchase Price. [REDACTED]
or a total of [REDACTED]

6. Closing.

- (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
- (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
- (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

7. Miscellaneous.

- (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: *SR, LRB* DATE: 1/22/2019 PAGE 2 OF 4

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

By: [Signature]
Its: Member

"BUYER"

[Signature]

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS SP 11/27 DATE: 1/27/2019 PAGE 3 OF 4

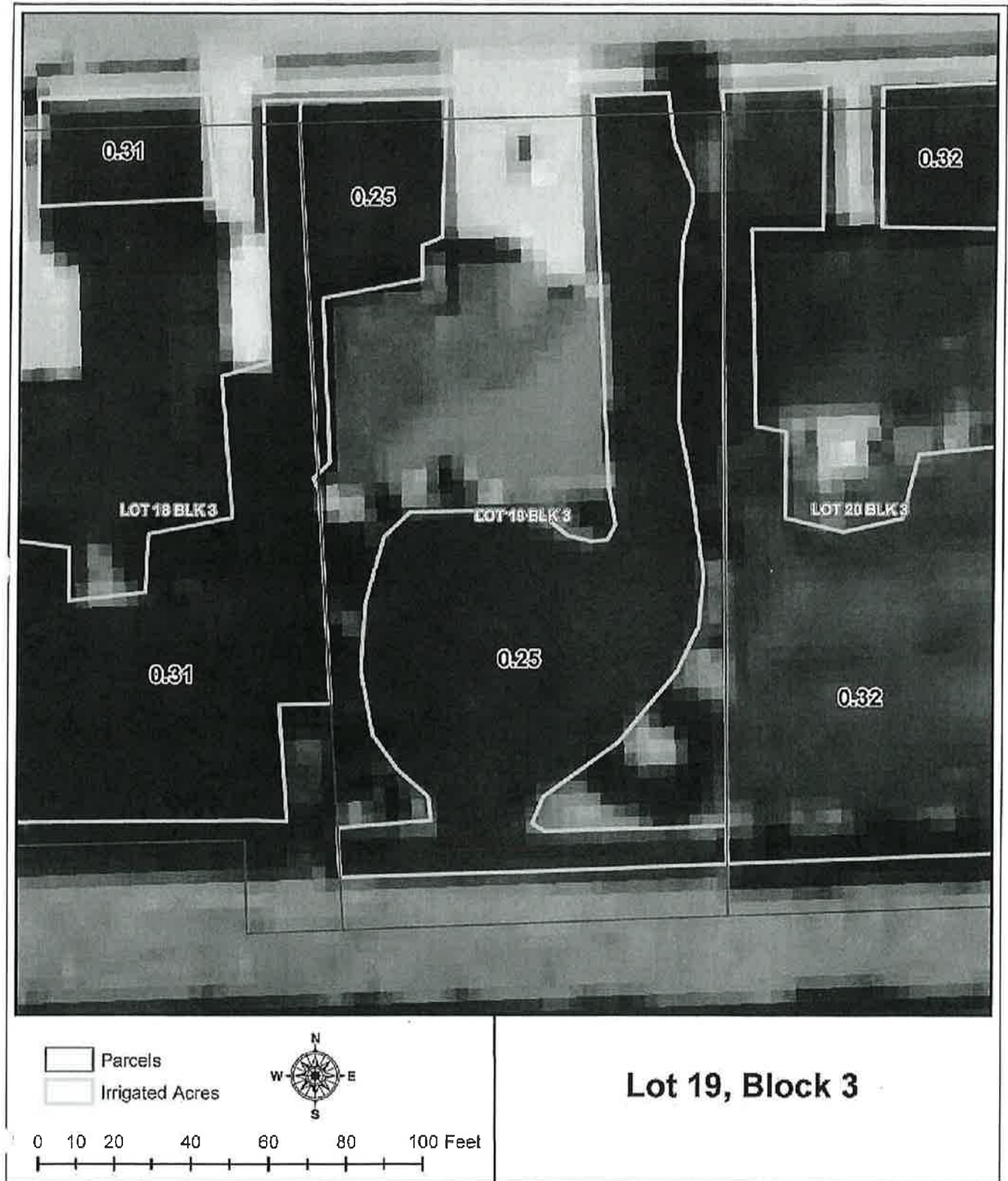
SCANNED

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 31 day of January [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and RANDY ROLFE [NAME], WIDOWER [TYPE OF ENTITY], whose address is 4084 E 450N [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 716 of Block 23 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.32-acre portion of the Water Rights. Buyer has agreed to purchase the 0.32-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.32-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RR/WR DATE: 1/31/2019 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AR/LRL DATE: _____ PAGE 2 OF 4

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

Robert Lorne
 By: *W. Roger Warm*
 Its: *Member*

"BUYER"

Randy Rolfe

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

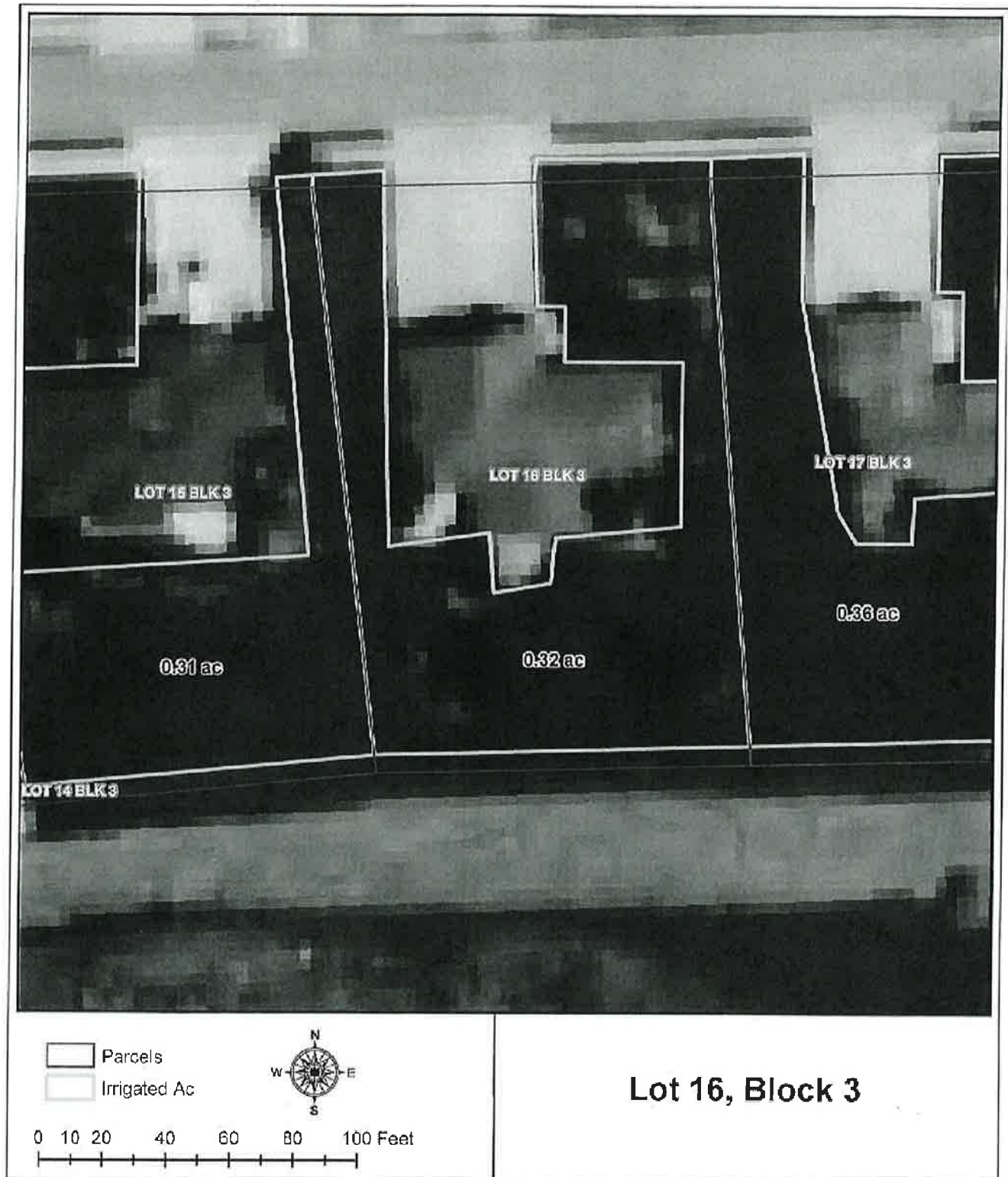
BUYER AND SELLER'S INITIALS: *W. R. Warm* DATE: _____ PAGE 3 OF 4

SCANNED

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Exhibit 1
Map of Proposed Acre Location



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
BUYER AND SELLER'S INITIALS: _____ DATE: _____

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SCANNED
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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 26 day of January [MONTH], 2018 (the "Effective Date"), by and between Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Courtney and Jared Romney [NAME], Husband and wife [TYPE OF ENTITY], whose address is 452 N Fairway Cir, Rigby, ID 83442 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 17 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.7-acre portion of the Water Rights. Buyer has agreed to purchase the 0.7-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.7-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JR / JR DATE: 1/26/2019 PAGE 3 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: SR/KR DATE: 1/26/2019 PAGE 2 OF 4

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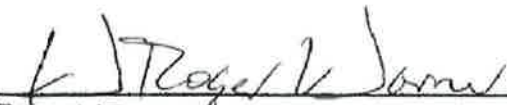
way att. the validity or enforcement of the remaining provisions, or any part hereof. Attachment #10

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

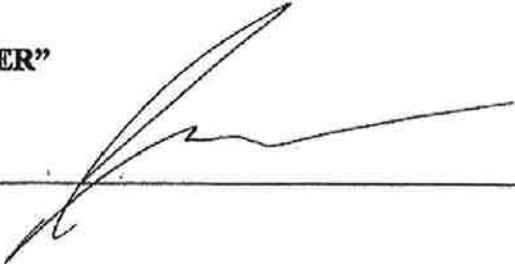
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

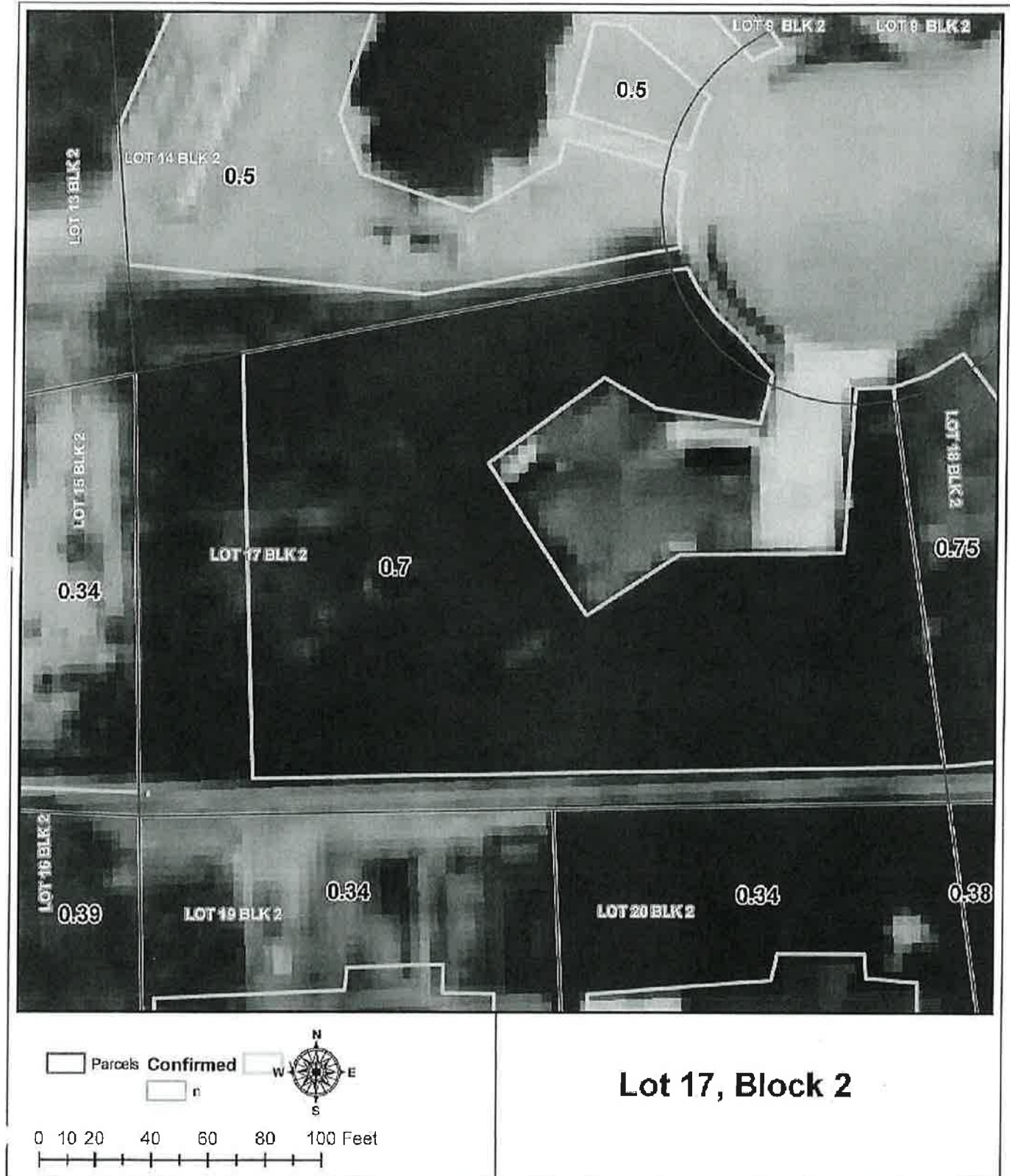
BUYER AND SELLER'S INITIALS: JR/KR DATE: 1/26/2019 PAGE 3 OF 4

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

1/2/20 DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 29 day of January [MONTH], 2019 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Nikola Joseph Schultz [NAME], Husband & wife [TYPE OF ENTITY], whose address is 4082 E 450N Rigby Idaho 83440 [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 15 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.31-acre portion of the Water Rights. Buyer has agreed to purchase the 0.31-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.31-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ALR

DATE: 1/28

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

M/D DATE: *1/26*

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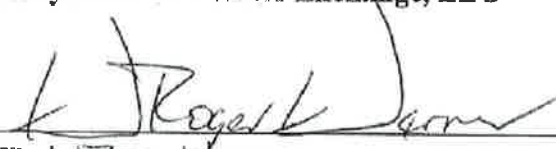
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: W. Warner DATE: _____

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Exhibit 1

Map of Proposed Acre Location



SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: / LPL DATE: MAR 14 2019 PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 7 day of Feb. [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "**Seller**", and Austin & Asha Shaw [NAME], 4025 Calloway Dr [TYPE OF ENTITY], whose address is Rigby, ID 83442 [ADDRESS] (hereinafter "**Buyer**"). Seller and Buyer are individually a "**Party**" and together the "**Parties**".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 11 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.37 -acre portion of the Water Rights. Buyer has agreed to purchase the 0.37 -acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.37 -acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MS 16 PL DATE: 2/7/18 PAGE 3 OF 4

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MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AS / KJL DATE: 3/7/19 PAGE 2 OF 4

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

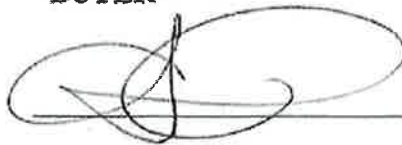
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

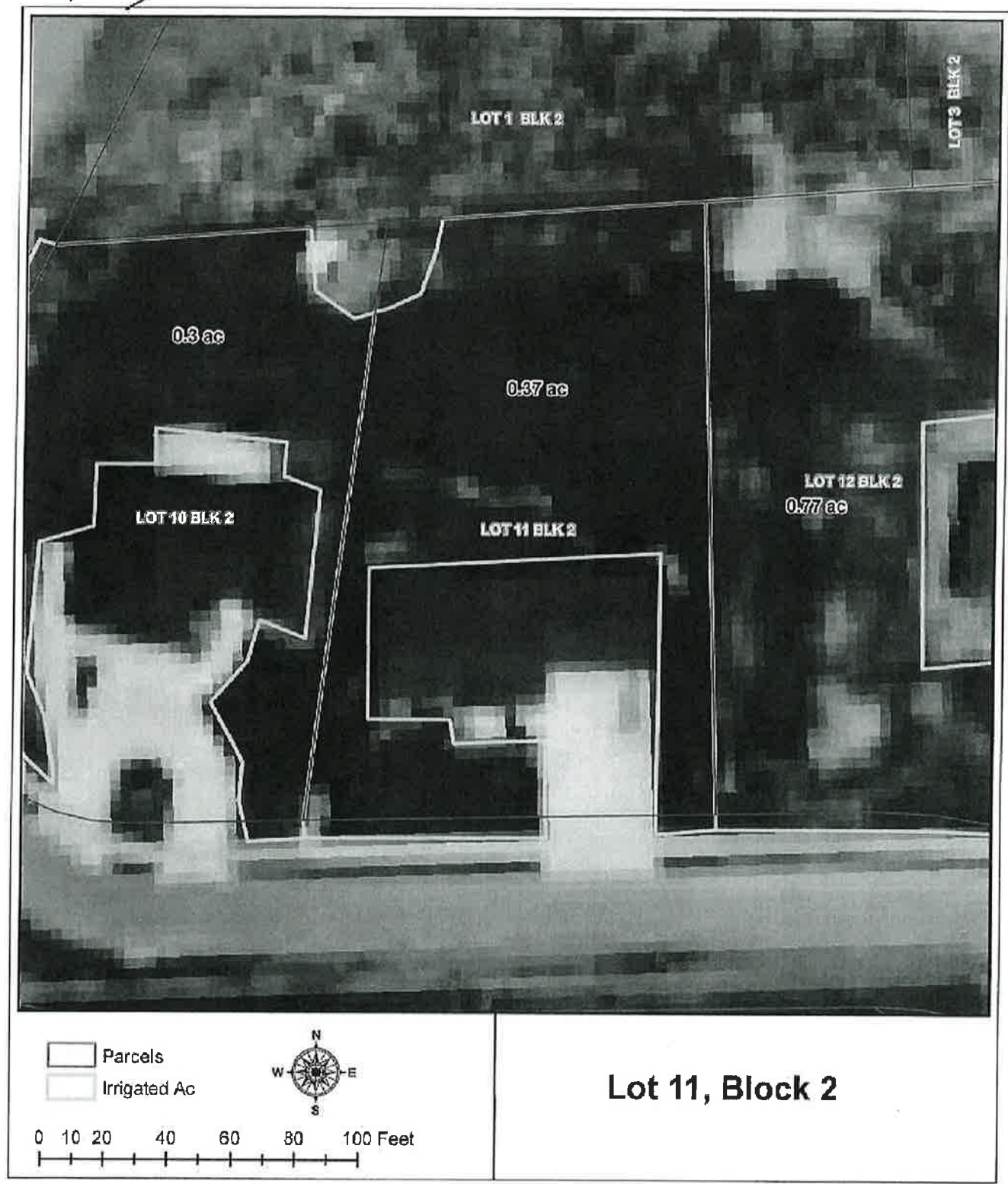
BUYER AND SELLER'S INITIALS: AKS / LJK DATE: 2/7/19 PAGE 3 OF 4

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*AUSTIN
SHAWVER*

Exhibit 1
Map of Proposed Acre Location



Lot 11, Block 2

SCANNED
MAR 14 2019

copy

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 12 day of December MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and Cody S. [Signature] [NAME], [TYPE OF ENTITY], whose address is 4023 E Fairway Dr [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 4 of Block 1 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.5-acre portion of the Water Rights. Buyer has agreed to purchase the .5-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a .5-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: CS / RME DATE: 12-Dec PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 1-31-19 PAGE 2 OF 4

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SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

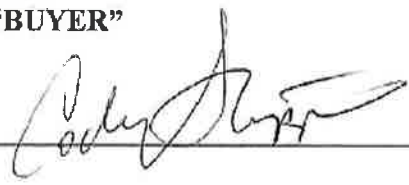
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Werner
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BY / LRE DATE: 1-31-19 PAGE 3 OF 4

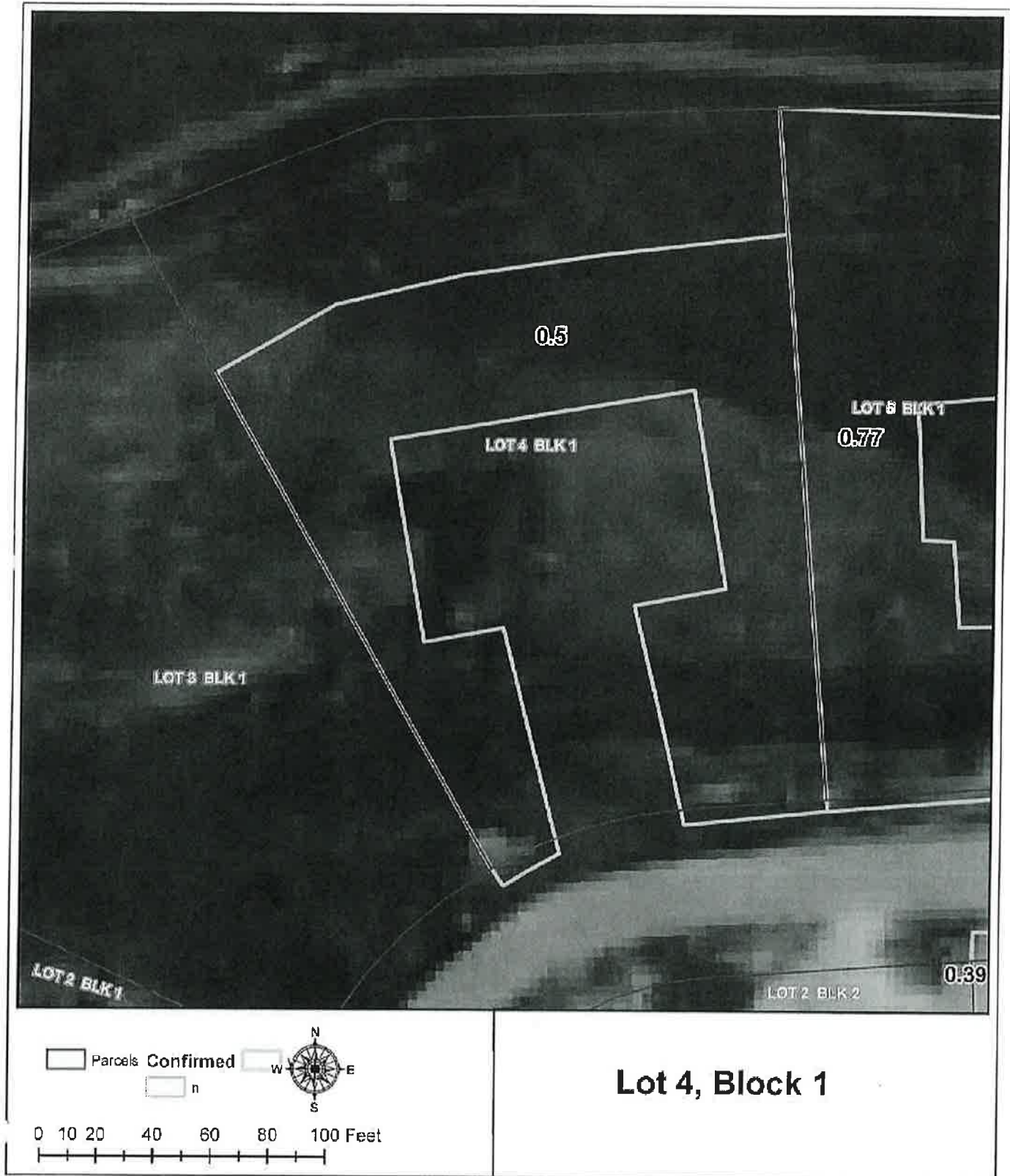
SCANNED

MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



Lot 4, Block 1

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

1/2/19 DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 1 day of FEBRUARY [MONTH], 2018 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller"), and NICK & HAILEY SHIPPEN [NAME], HUSBAND & WIFE [TYPE OF ENTITY], whose address is 440 Callaway Circle [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 8 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.23-acre portion of the Water Rights. Buyer has agreed to purchase the 0.23-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.23-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MS, KZ DATE: 2/1/2019 PAGE 1 OF 4

SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: MS/LXL DATE: 2/11/2019 PAGE 2 OF 4

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC

By: W. Roger Warner

Its: Member

"BUYER"

[Signature]

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WJ / KRL DATE: 2/1/2019 PAGE 3 OF 4

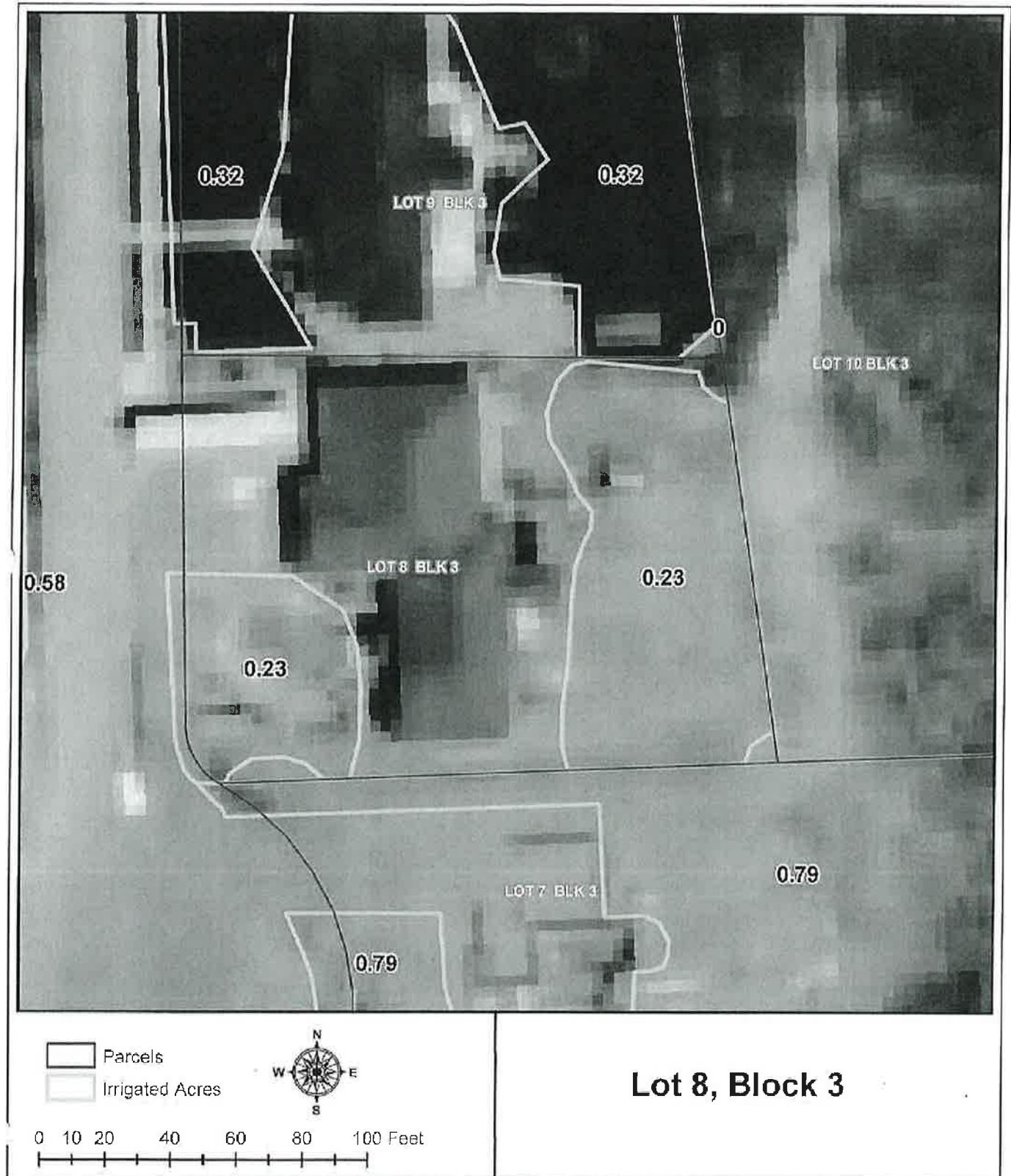
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MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



SCANNED

MAR 14 2019

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

12/21

DATE:

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 21 day of January [MONTH], 2019 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "**Seller**", and Andrew Stone [NAME], [TYPE OF ENTITY], whose address is 4805 450N Rigby [ADDRESS] (hereinafter "**Buyer**"). Seller and Buyer are individually a "**Party**" and together the "**Parties**".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "**Water Rights**") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "**HOA**") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 14 of Block 3 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.28-acre portion of the Water Rights. Buyer has agreed to purchase the 0.28-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.28-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

SCANNED

MAR 14 2019

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AS HL DATE: 1-28-19 PAGE 1 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AS-1/LK DATE: 1-28-19

PAGE 2 OF 4

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Roger Warner
Its: Member

"BUYER"

And Slom 1-28-19

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AS IL DL DATE: 1-28-19

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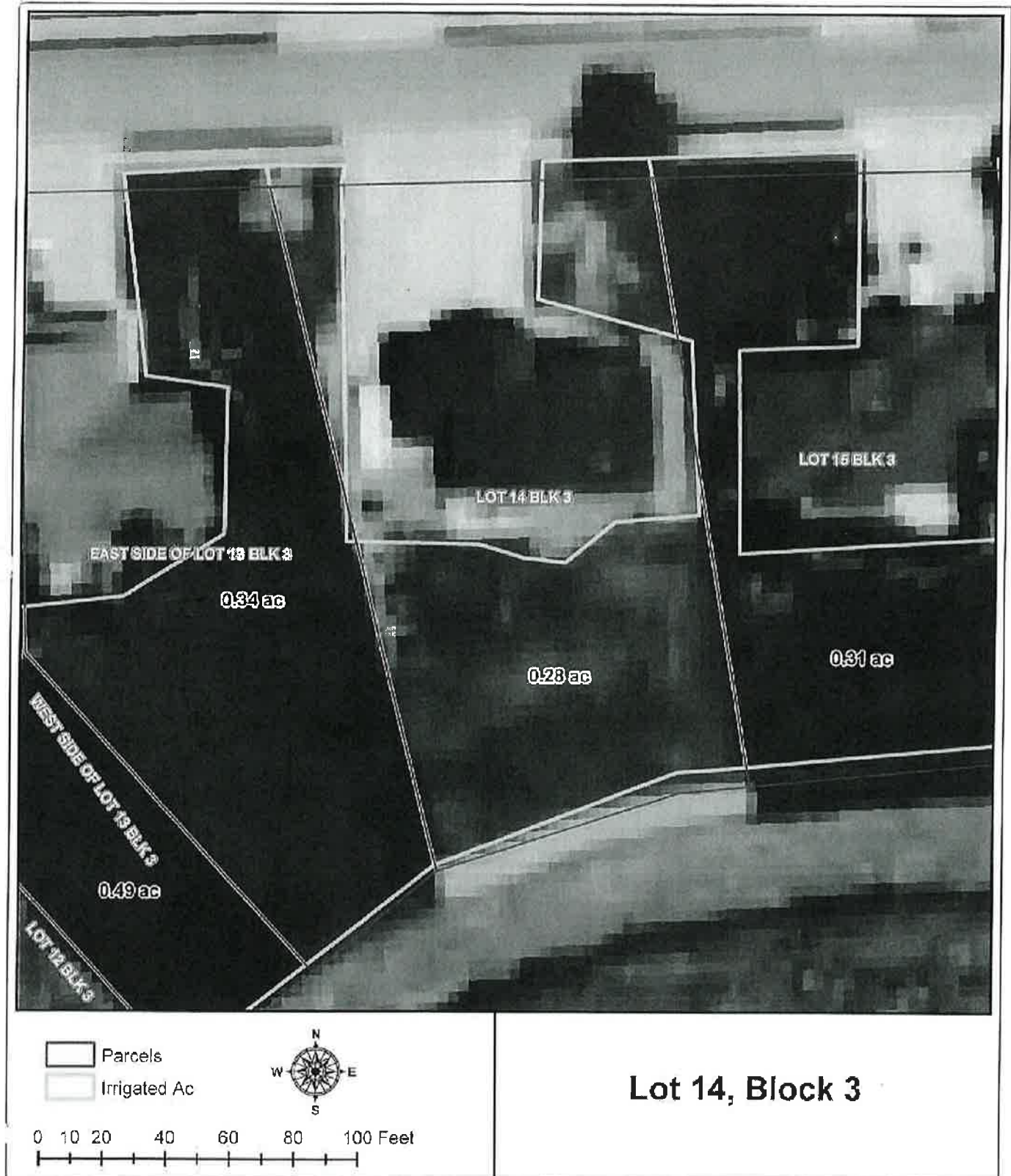
SCANNED

MAR 14 2019

PAGE 3 OF 4

Exhibit 1

Map of Proposed Acre Location



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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

// VZ / DATE:

PAGE 4 OF 4

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AT / L W DATE: 1/21/19 PAGE 2 OF 4

SCANNED

MAR 14 2019

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

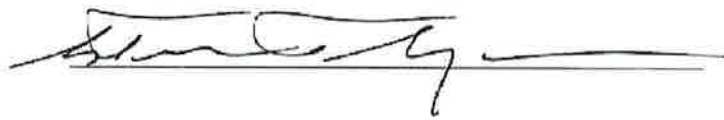
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Rocky Mountain Water Exchange, LLC


By: W. Rocky Water
Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

1/2 DATE:

PAGE 3 OF 4

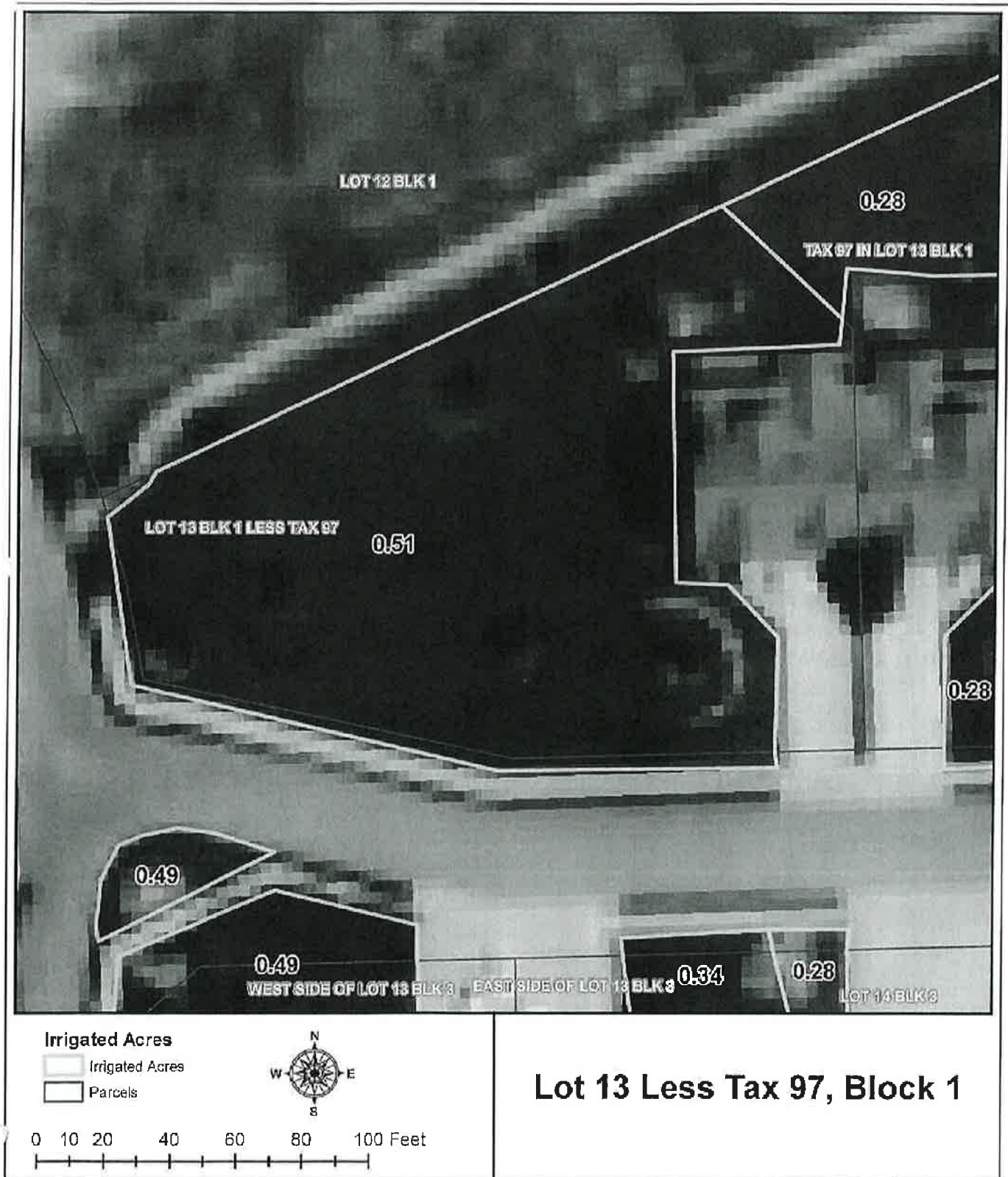
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SCANNED

MAR 14 2019

Exhibit 1

Map of Proposed Acre Location



Lot 13 Less Tax 97, Block 1

SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

MAR 14 2019

BUYER AND SELLER'S INITIALS:

1/2/1

DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 12 day of December [MONTH], 2019 (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "Seller", and Josh Van Orden or Ali Van Orden [NAME], [TYPE OF ENTITY], whose address is 451 Fairway Circle [ADDRESS] (hereinafter "Buyer"). Seller and Buyer are individually a "Party" and together the "Parties".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 14 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 0.5-acre portion of the Water Rights. Buyer has agreed to purchase the 0.5-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 0.5-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AVKRL DATE: 12-11-18 PAGE 1 OF 4

SCANNED

MAR 14 2019

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price.  or a total of _____
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AV / LRL DATE: 2-4-18 PAGE 2 OF 4

SCANNED

MAR 14 2019

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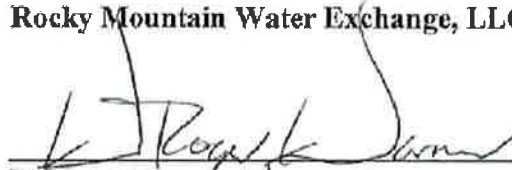
way affect the validity or enforcement of the remaining provisions, or any part hereof.

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


 By: W. Roger Warner
 Its: Member

"BUYER"



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: AV/W DATE: 2-4-18 PAGE 3 OF 4

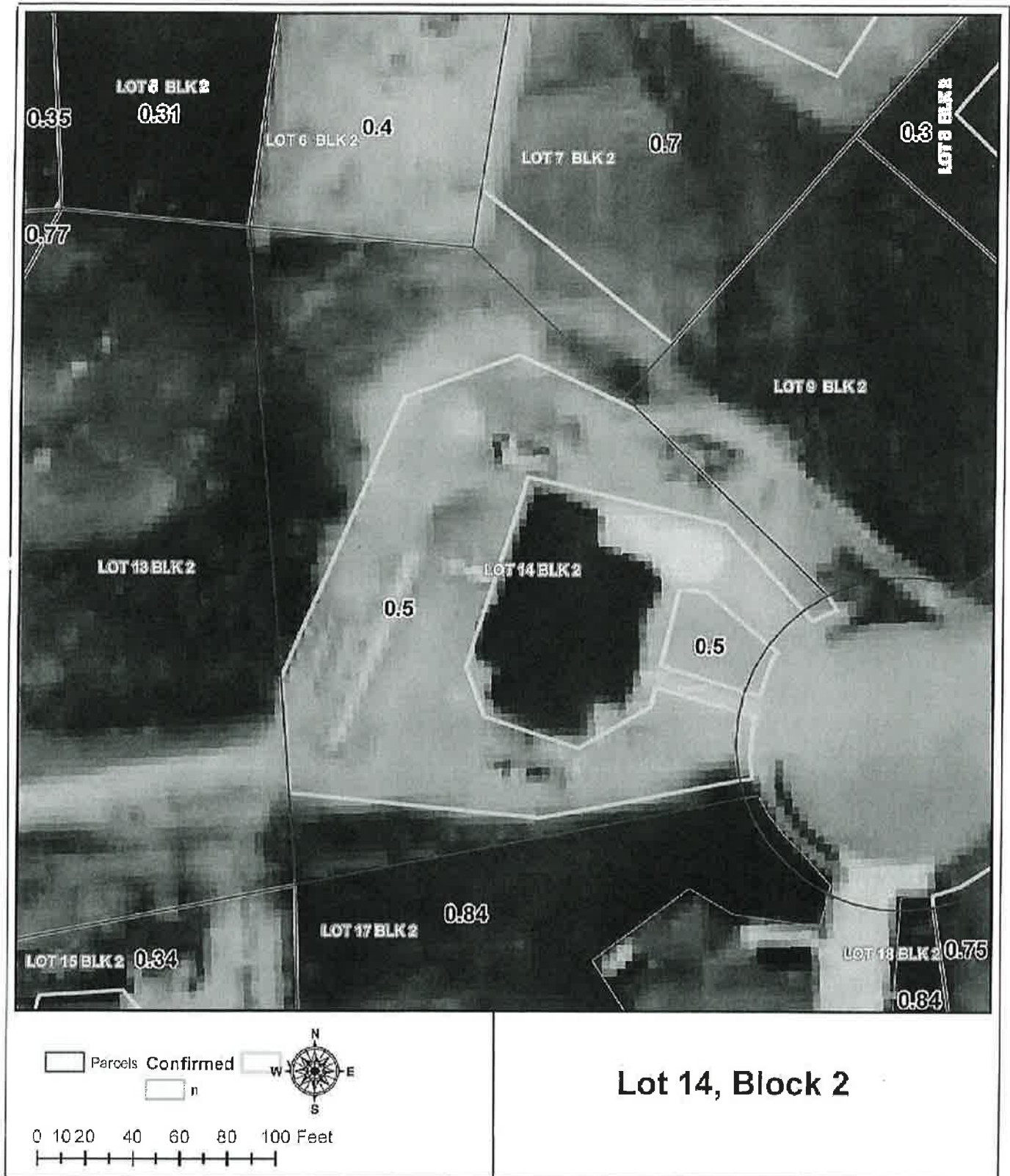
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SCANNED

MAR 14 2019

Exhibit 1

Map of Proposed Acre Location



SCANNED

MAR 14 2019

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

DATE:

PAGE 4 OF 4

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 28 day of February [MONTH], 2018, (the "Effective Date"), by and between **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Ste 303, Idaho Falls, Idaho 83402, hereinafter "**Seller**", and DAVID K WEBB (or) Doreen Webb [NAME], Husband & Wife [TYPE OF ENTITY], whose address is 4070 E Fairway Dr Rigby [ADDRESS] (hereinafter "**Buyer**"). Seller and Buyer are individually a "**Party**" and together the "**Parties**".

RECITALS:

- A. Jefferson Greens Estates is a subdivision in Rigby, Idaho. There are currently no water rights authorizing irrigation from ground water for lawns and gardens.
- B. Seller is obtaining Ground Water Rights (hereinafter "Water Rights") on behalf of the Jefferson Greens Estate Homeowners Association (hereinafter "HOA") to allow lawful irrigation within the subdivision. The Water Rights will be purchased and transferred to the Jefferson Greens Estates point of diversion for distribution through the public water system.
- C. Idaho Department of Water Resources requests that the Water Rights be listed in the name of the HOA for the ease of administration.
- D. Buyer owns Lot 24 of Block 2 within Jefferson Greens Estates, of which a portion of the lot is or will be irrigated with ground water through the public water system.
- E. Seller desires to sell, and Buyer desires to buy, a 1.12-acre portion of the Water Rights. Buyer has agreed to purchase the 1.12-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Water Right. Seller shall obtain Water Rights and successfully transfer them to the well within Jefferson Greens Estate.
2. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a 1.12-acre portion of the Water Rights to be used at the location provided in Exhibit 1.

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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

3. Ownership. Parties agree that the water right record with IDWR shall reflect the HOA as the current owner to allow diversion and operation of the water right under the public water system. Seller shall convey ownership of the Water Rights by deed first to the HOA. Once the ownership is updated with IDWR to reflect the HOA as the owner, the HOA will convey the Purchased Water Right to the Buyer by deed.
4. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
5. Purchase Price. [REDACTED]
or a total of [REDACTED]
6. Closing.
 - (a) Closing Date. Closing on the Purchased Water Right shall occur within 30 days after the date the Water Rights were approved to the HOA's point of diversion.
 - (b) Documents Delivered at Closing. Buyer shall deliver the Purchase Price and the Seller shall deliver the Special Warranty Deed for the Water Right in the name of the HOA. A second deed will be provided for the purpose of conveying the Purchased Water Right from the HOA to the Buyer.
 - (c) Fees and Costs of Closing. The cost of recording the deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Purchased Water Right and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
7. Miscellaneous.
 - (a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
 - (b) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
 - (c) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no

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

- (d) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (e) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (f) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

Rocky Mountain Water Exchange, LLC


By: Willyer Warner
Its: member Manager

"BUYER"



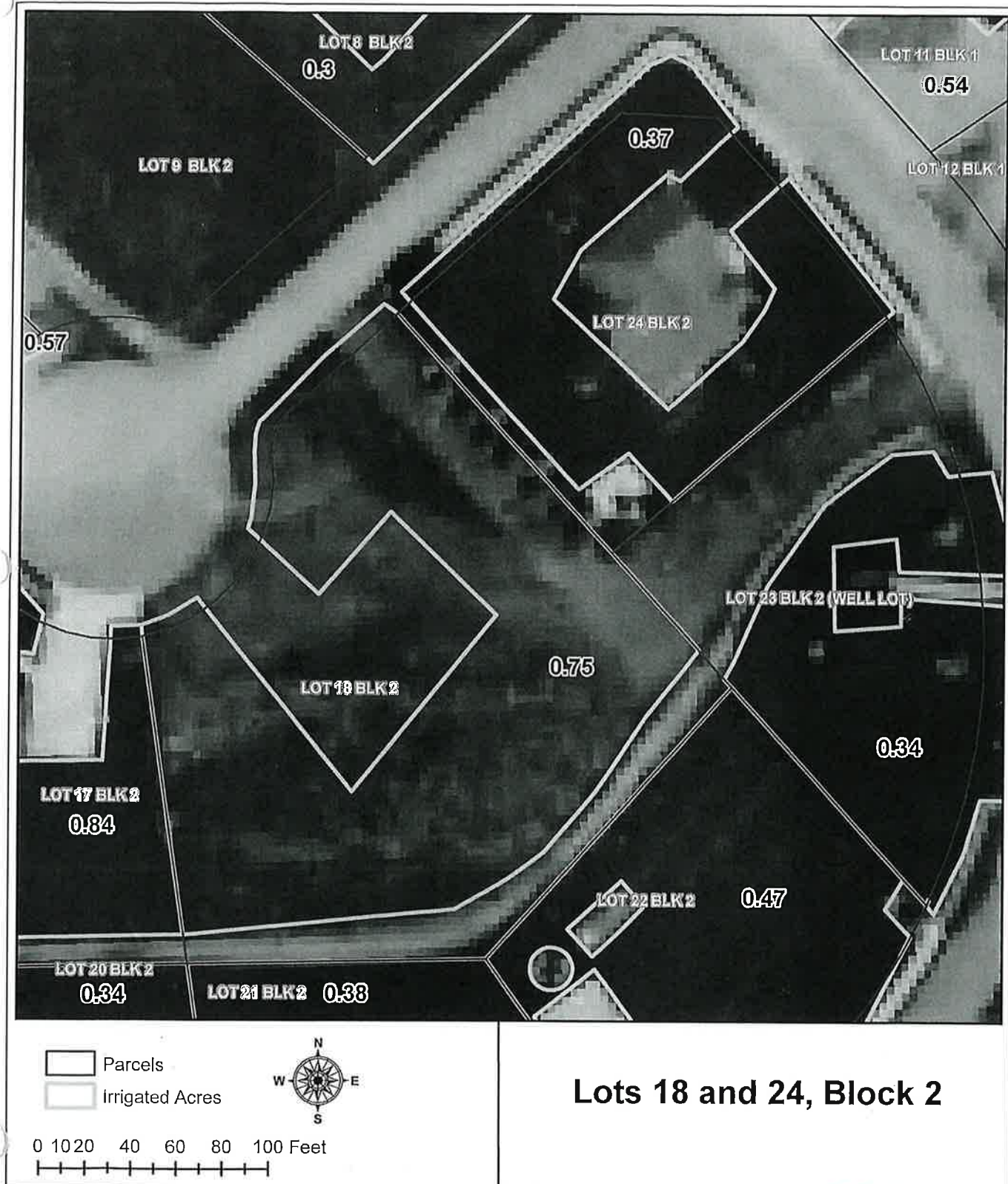
SCANNED

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT MAR 14 2019

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Exhibit 1

Map of Proposed Acre Location



Lots 18 and 24, Block 2

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