

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 83027**RECEIVED****FEB 22 2019**Department of Water Resources
Eastern Region

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) The Palisades Irrigation Company, Inc.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) The Palisades Irrigation Company, Inc. Phone 208 589-4154
Mailing address PO Box 37, Irwin, ID 83428 Email _____

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

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

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates, Inc. Phone 208-524-2353
Mailing address 482 Constitution Way, Suite 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

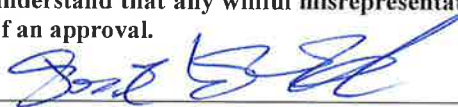
☒ Send original correspondence to the applicant and copies to the representative.

☒ 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 of Applicant or Authorized Representative

JOSEPH LUNDQUIST president 2-22-19
Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

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

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 purchase water right 23-11J and include it with the Irrigation Co's water right holdings. The right will be delivered through Palisade Canal to patron shareholders pertaining to the additional water. Total canal water right acres, including this transferred water right, will not exceed current irrigated acres authorized.

Part 1A.3

The Palisades Irrigation Company

This application also proposes to remove a parcel of land from within the service area boundary of The Palisades Irrigation Company. The service area is also proposed to be adjusted for the associated rights 23-50D, 23-50E, and 23-104.

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:

Water will be delivered through Palisades Canal to shareholders through lateral ditches. Measuring device and lockable controlling works already exist.

- b. Who owns the property at the point(s) of diversion? Historical diversion of water right.

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

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

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

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 lands to which this water right is currently appurtenant will be retired from irrigation completely. It will no longer receive water from this water right or water from shares of Palisades Irrigation Co.

- 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:

Palisades Irrigation Co. also owns rights 23-50D, 23-50E, and 23-104 delivered through/to the same proposed POD and POU. Shareholders also own private water rights conveyed through Palisades Canal. Existing POD (pump) shared by rights 23-11G and 23-11H. Existing POU also receives 200 shares of Palisades Irr. Co. water.

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

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

IDAHO Department of Water Resources



WATER RIGHT REPORT

PART 2A

1/30/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN DIXON 650 N SADDLE HILL RD SALT LAKE CITY, UT 84103 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PALISADES CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK	SESWSW	Sec. 21	Township 01N	Range 44E	BONNEVILLE County
PALISADES CREEK	SWSWSE	Sec. 26	Township 01N	Range 44E	BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE 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>
01N	44E	20		SWNE	31		SENE	20						
			3	SENE	17									
			4	NESW	7									
			4	NWSE	34									
		21		NWSW	10.5									

Total Acres: 119.5

Conditions of Approval:

1. X53 Diversion of water from the Snake River is limited to those times water is available for diversion under this right and priority from Palisades Creek at the original point of diversion.
2. 192 To mitigate for injury to other water users caused by the approval of Transfer 81162, the watermaster shall deliver no less than 1.15 cfs of this right into the Palisades Canal to offset historical conveyance losses. Prior to changing the mitigation portion of this right or removing the Palisades Canal point of diversion from this right, the right holder shall obtain an approved transfer from the department and written approval of the change from The Palisade Irrigation Company, Inc.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010) and Lynn Dixon pump (13033660).
7. E17 Use of this right is combined with water from The Palisade Irrigation Co.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

83027

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 1st day of January, 2019 (the "Effective Date"), by and between **Lynn Dixon**, a married man dealing with his sole and separate property, whose address is P.O. Box 111, Irwin, Idaho 83428 (hereinafter "Seller"), and **The Palisade Irrigation Company, Inc.**, an Idaho non-profit corporation, whose address is P.O. Box 185, Swan Valley, Idaho 83449 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 23-11J (the "Water Right"), which was decreed on February 8, 2010 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 August 15, 1893. 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. Seller desires to sell, and Buyer desires to buy, the entirety of the Water Right pursuant to the terms and provisions of this Agreement.

AGREEMENT:

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

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the Water Right, which has the following elements.

Source:	Palisades Creek
Purpose:	Irrigation
Priority:	August 15, 1893
Quantity (Diversion Rate):	3.54 cfs
Quantity (Volume):	No limitation
Place of Use (Acreage):	119.5 acres as described on Exhibit 1 and depicted on Exhibit 2
2. Property Retained. Other than the Water Right, Seller reserves and retains unto Seller any and all other property rights associated with the property upon which the Water Right is

currently authorized to be exercised. No land, easements, or other property interests, other than the Water Right, are included in this Agreement.

3. **Purchase Price.** The purchase price for the Water Right is [REDACTED] (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) [REDACTED] in earnest money (the "Earnest Money"), to be paid contemporaneous with execution of this Agreement, which shall be credited toward the Purchase Price; and

(b) [REDACTED] together with interest thereon at a rate of four percent (4%) per annum as summarized on the Amortization Schedule attached hereto at **Exhibit 3** shall be evidenced by a promissory note in the form attached hereto as **Exhibit 4**, secured by a first priority mortgage and security interest, in the form of the Mortgage attached hereto as **Exhibit 5** against the Water Right. Said promissory note shall be paid in annual payments of [REDACTED] due on the first day of January of each year, commencing on January 1, 2020, with the entire remaining principal balance, including accrued interest, being due, owing and payable on January 1, 2023. Buyer shall have the right to prepay said promissory note at any time without penalty, and all payments shall first be credited to interest due and then principal. Interest shall be computed on the unpaid principal balance to the date of payment each time a payment is made. Buyer shall have a seven (7) day grace period in which to deliver annual payments after which a five percent (5%) penalty payment shall be assessed on the unpaid principal balance, and interest shall thenceforth accrue at a rate of ten percent (10%) until the past-due payment(s) are made.

4. THIS PROVISION INTENTIONALLY LEFT BLANK.

5. **Transfer Application.** Within 7 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Water Right within Buyer's service area. A copy of the Transfer is attached hereto as **Exhibit 6**. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.

6. **Transfer Contingencies.**

(a) **IDWR Approval.** If the Transfer is (i) denied, (ii) approved by IDWR for less than 119.5 acres, or (iii) approved by IDWR with conditions that materially devalue the Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing

written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.

- (b) Protest Filed. Based on current IDWR processing policies, it is anticipated that the Transfer will not be advertised to allow for protests because there is no proposed change to the Palisades Canal point of diversion currently described on the Water Right. If the Transfer is advertised and a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 14 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.

7. Closing.

- (a) Closing Date. If (1) no protest to the Transfer is filed with IDWR and (2) IDWR issues a transfer approval in accordance with the provisions of paragraph 6, then Closing on the Water Right shall occur within 7 days after the date all the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR and Buyer does not exercise the contingency set forth in paragraph 6(b) of this Agreement, the Closing shall occur within 7 days after expiration of the 14-day termination time period. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver an executed Promissory Note in substantially the form attached to this Agreement as **Exhibit 4**.
 - (2) At Closing, Buyer shall deliver an executed Mortgage and Security Agreement in substantially the form attached to this Agreement as **Exhibit 5**.
 - (3) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 7** for the Water Right.
- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8. Default.

- (a) Cure Period; Deed in Lieu of Foreclosure; Seller's Right to File Transfer. In the event Buyer defaults in the payment of its obligations described in this Agreement (and the exhibits attached hereto), Seller shall provide written notice of such default to Buyer and allow 30 days for Buyer to cure the default. In the event the default remains uncured after said 30-day cure period, Buyer shall convey the Water Right back to Seller by executing a deed substantially in the same form of **Exhibit 7** with such deed considered a deed in lieu of foreclosure. Seller shall thereafter have the right to file a transfer application to move the Water Right out of Buyer's service area subject to the conditions currently contained in the Water Right Report attached hereto as **Exhibit 1** (such as the provision requiring leaving behind 1.15 cfs of the Water Right to mitigate for impacts to conveyance losses), and Buyer hereby agrees that it will not protest, or encourage others to protest, such transfer application. Any funds paid to Seller under this Agreement shall be deemed Seller's liquidated damages, which shall be Seller's sole and exclusive remedy under this Agreement, with no right for Seller to pursue a deficiency or other action against Buyer.
- (b) Items of Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties, Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:

- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement and has good marketable title to the Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
- (b) Conveyance. Seller shall then convey the Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
- (c) Appurtenance. The Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (d) Not Forfeited. No portion of the Water Right has ~~not~~ been forfeited or abandoned in whole or in part.

JO J.L.

- (c) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the 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.
11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties, and covenants contained in this Agreement being true, valid, and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
12. Miscellaneous.
- (a) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Lynn Dixon	The Palisade Irrigation Co.,
P.O. Box 111	Inc.
Irwin, ID 83428	c/o Company President
	P.O. Box 37
	Irwin, ID 83428
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Robert L. Harris	
Holden, Kidwell, Hahn &	
Crapo, P.L.L.C.	
P.O. Box 50130	
Idaho Falls, ID 83405	

- (b) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall

be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(c) Broker.

- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of or arising from any such claim, demand or suit.
- (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.

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

[SIGNATURES ON FOLLOWING PAGE]

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

"Buyer"

Palisade Irrigation Co., Inc.



By: JOSEPH LUNDQVIST

Title: president

"Seller"


Lynn Dixon

Exhibit 1 The "Water Right"

2/6/2019

Water Right Report

IDAHO Department of Water Resources



WATER RIGHT REPORT

2/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 23-11J

Owner Type	Name and Address
Current Owner	LYNN DIXON 650 N SADDLE HILL RD SALT LAKE CITY, UT 84103 8015731580

Priority Date: 08/15/1893

Basis: Decreed

Status: Active

Source	Tributary
PALISADES CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/31	3.54 CFS	
Total Diversion			3.54 CFS	

Location of Point(s) of Diversion:

PALISADES CREEK|SESWW|Sec. 21|Township 01N|Range 44E|BONNEVILLE County

PALISADES CREEK|SWSWSE|Sec. 26|Township 01N|Range 44E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	44E	20		SWNE	31		SENE	20						
			3	SENE	17									
			4	NESW	7									
			4	NWSE	34									
		21		NWSW	10.5									

2/8/2019

Water Right Report

Total Acres: 119.5

Conditions of Approval:

1. X53 Diversion of water from the Snake River is limited to those times water is available for diversion under this right and priority from Palisades Creek at the original point of diversion.
2. 192 To mitigate for injury to other water users caused by the approval of Transfer 81162, the watermaster shall deliver no less than 1.15 cfs of this right into the Palisades Canal to offset historical conveyance losses. Prior to changing the mitigation portion of this right or removing the Palisades Canal point of diversion from this right, the right holder shall obtain an approved transfer from the department and written approval of the change from The Palisade Irrigation Company, Inc.
3. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 1.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
6. F01 Water is delivered through Palisades Canal (13033010) and Lynn Dixon pump (13033660).
7. E17 Use of this right is combined with water from The Palisade Irrigation Co.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/08/2010

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

<https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=23&SequenceNumber=11&SplitSuffix=J%20&TypeWaterRight=True>

2/3

2/6/2019

Water Right Report

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Exhibit 2
Map of 119.5-acre Place of Use of the "Water Right"

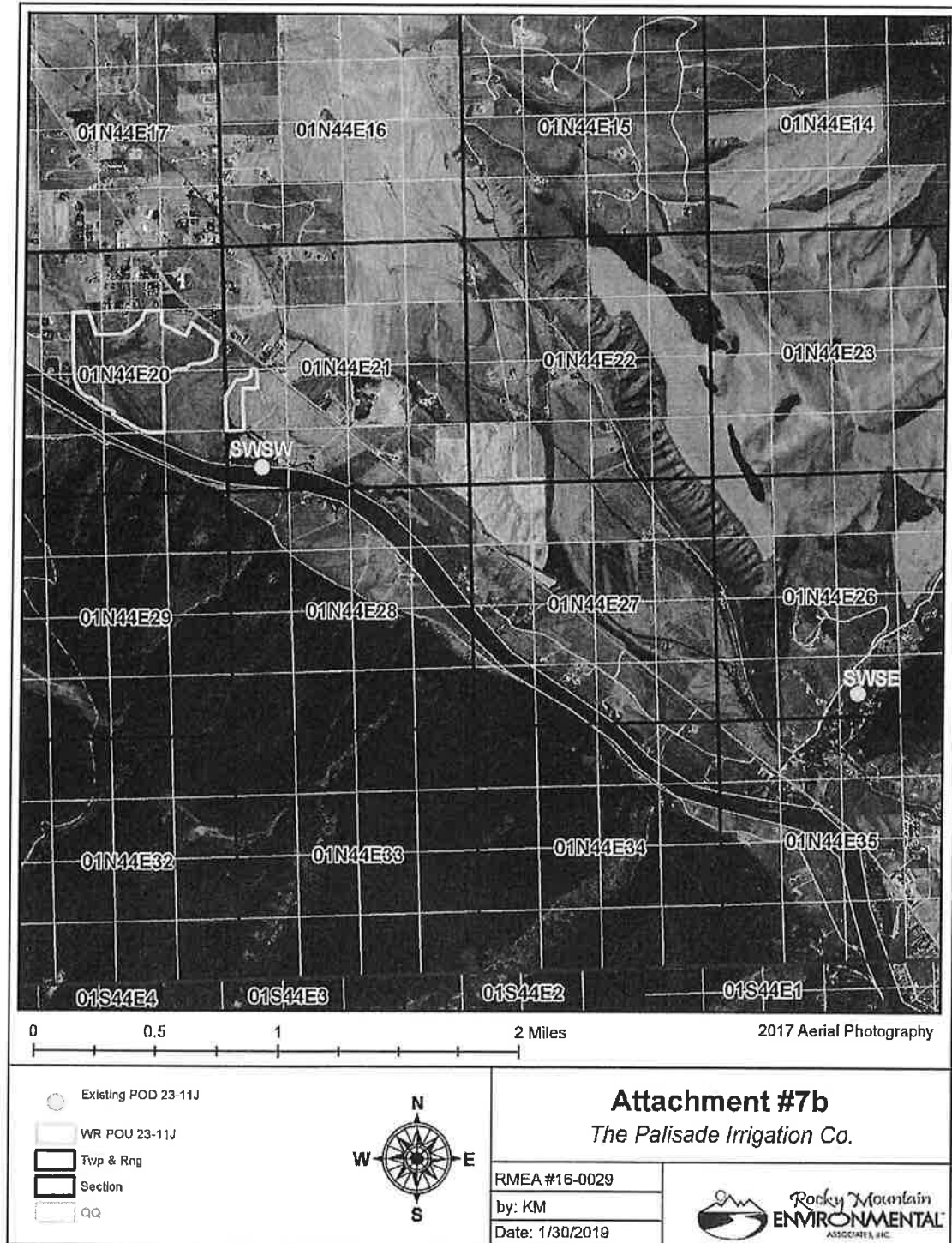


**Exhibit 7
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Lynn Dixon, a married man dealing with his sole and separate property, whose address is P.O. Box 111, Irwin, Idaho 83428 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **The Palisade Irrigation Company, Inc.**, an Idaho non-profit corporation, whose address is P.O. Box 185, Swan Valley, Idaho 83449 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in Water Right No. 23-11J as described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

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

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

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

DATED this _____ day of _____, 20____.

"SELLER"

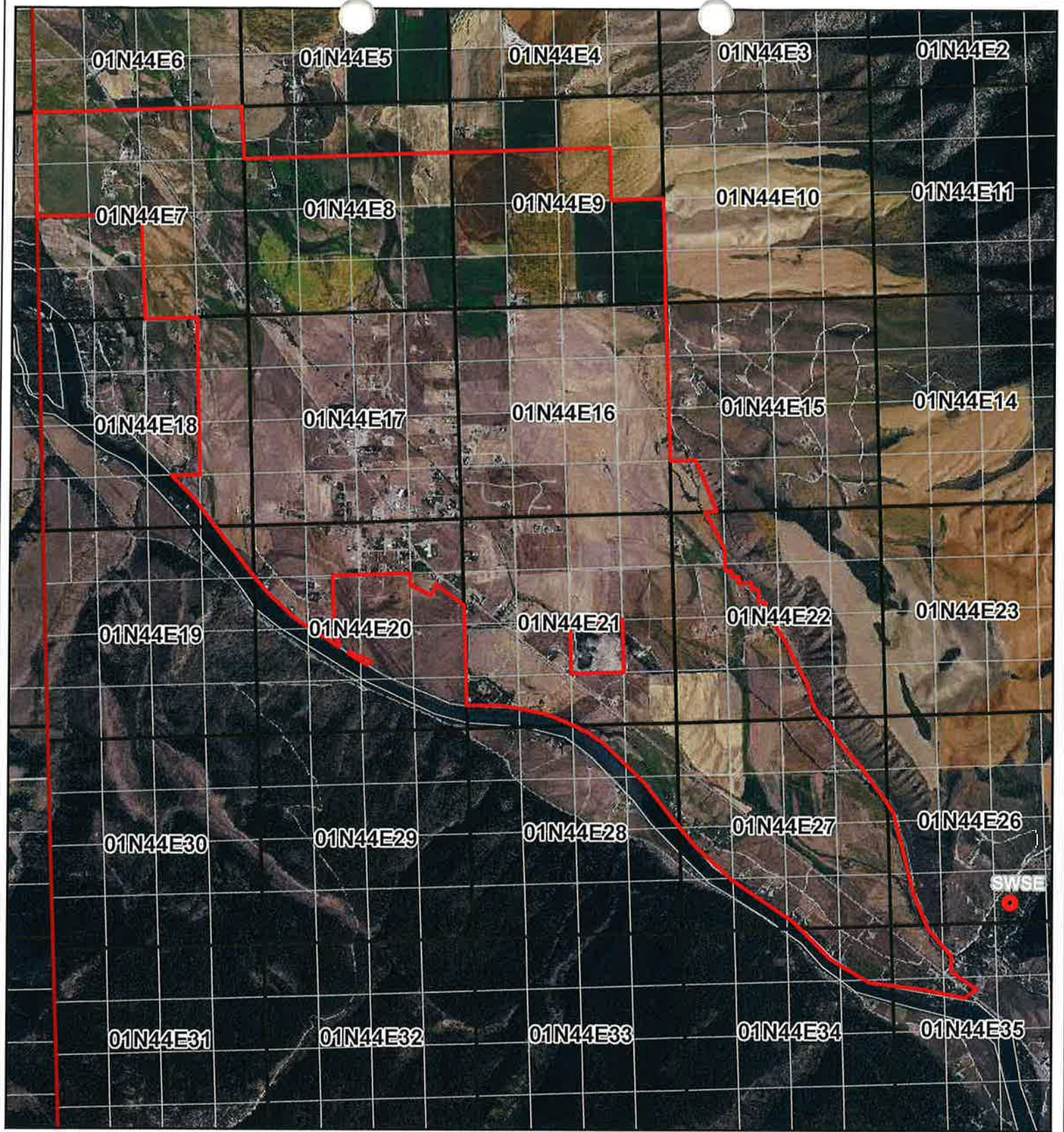
Lynn Dixon

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on this _____ day of _____, 2019,
by **LYNN DIXON**.

NOTARY PUBLIC FOR IDAHO
My commission expires: _____

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



0 0.75 1.5 3 Miles

2017 Aerial Photography

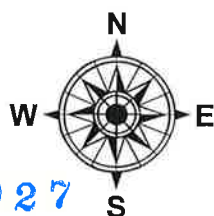
● POD - Palisades Canal

Service Area

Twp & Rng

Section

QQ



83027

Attachment #7a

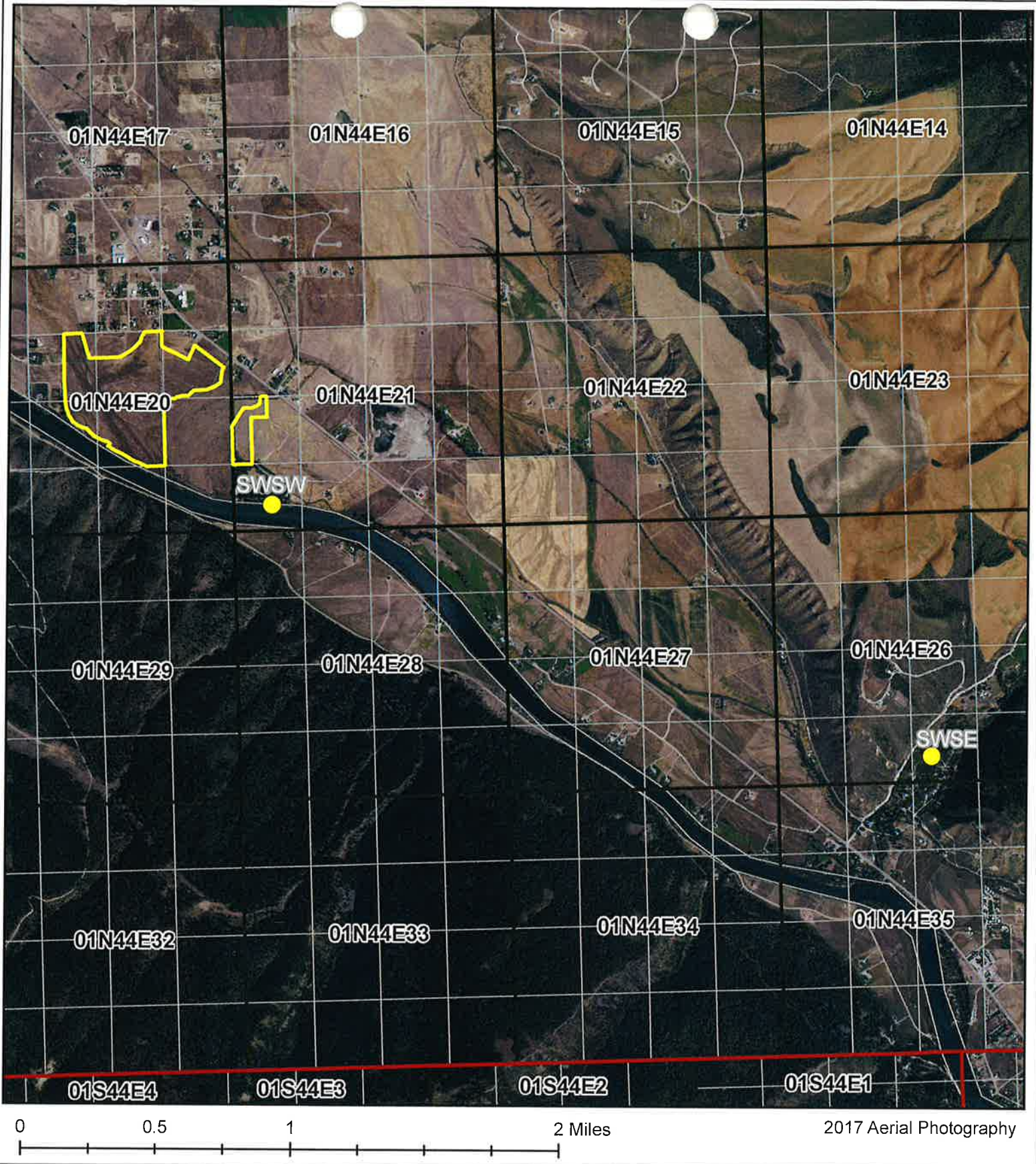
The Palisades Irrigation Co.

RMEA #16-0029

by: KM

Date: 2/22/2019





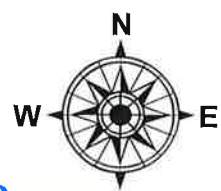
● Existing POD 23-11J

□ WR POU 23-11J

□ Twp & Rng

□ Section

□ QQ



Attachment #7b

The Palisade Irrigation Co.

RMEA #16-0029

by: KM

Date: 1/30/2019

