

RECEIVED

OCT 09 2018

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

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) JOHN LEZAMIZ FAMILY LTD PARTNERSHIP

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) JOHN LEZAMIZ FAMILY LTD PARTNERSHIP Phone _____
Mailing address 847 Canyon Springs Rd. Twin Falls, ID 83301 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 Greg Sullivan Phone 208-736-8543
Mailing address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301 Email greg.sullivan@brockwayeng.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

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
The transfer proposes to change the POD and the 5.0 irrigation POU of 34-14622. No ESPA model analysis was performed because the From Cell and the TO Cell are adjacent.

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 ☒ ☐	34-14622	0.10/17.5	Irrigation	4/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.13 cfs and/or 23.4 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.10 cubic feet per second and/or 17.5 acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
	2		SW	NW	31	07N	25E	Custer	Ground Water	

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	25E	31		39			42	51	44	10									186.0

Total Acres (for irrigation use) **186.0***

*Only 5.0 Acres will be irrigated in 186.0 Acre PPU

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

A new pivot will be installed and a new well will be drilled.

- b. Who owns the property at the point(s) of diversion? John Lezamiz Family LP

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: N/A

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

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

If yes, ☐ complete Attachment WSB.

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

The irrigation POU will no longer be irrigatable after the transfer is approved. No ESPA Model analysis was performed because the FROM Cell is in and adjacent model cell to the TO Cell.

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

None

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

Yes No

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

If yes, describe:

The current water right owners have not had access to the authorized point of diversion. The current POD owner does not allow anyone else to access the well.

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

Current Water Right No.: 34-14622

Current Owner: LOREN R GOOD
LAURA E GOOD

Priority Date: 12/17/1961

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.13 CFS	23.4 AF
	<u>Total Diversion</u>	0.13 CFS	23.4 AF

Location of Point(s) of Diversion

GROUND WATER
CUSTER County

NW1/4NE1/4SW1/4 Sec. 31, Twp 07N, Rge 25E B.M.

Place of Use

IRRIGATION Within CUSTER County

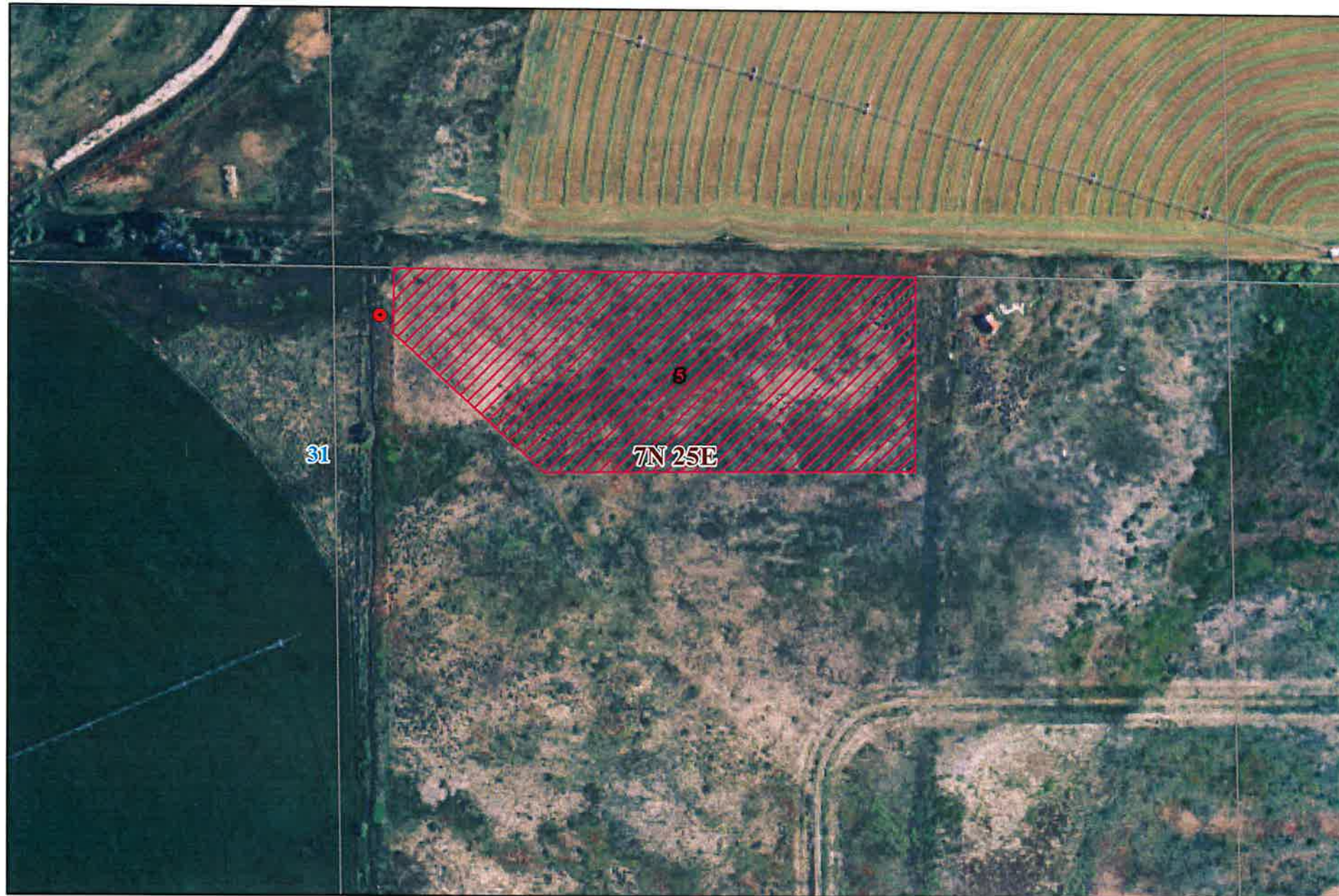
T07N R25E S31 NESW 6.70
Total Acres: 6.7

Conditions of Approval:

1. M03 A totalizing measuring device of a type approved by IDWR shall be maintained as a part of the diverting works.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. Authorized diversion rate = 0.134 cfs.
4. X60 Place of use is located within Lot 8, Block 1, Crows Nest Estates Subdivision.

Decreed Date: 8/14/2002

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0 125 250 500 Feet

JOHN LEZAMIZ FAMILY LTD PARTNERSHIP

IRRIGATION TRANSFER
2017 NAIP AERIAL

Legend

-  Wells
-  34-14622 Transfer



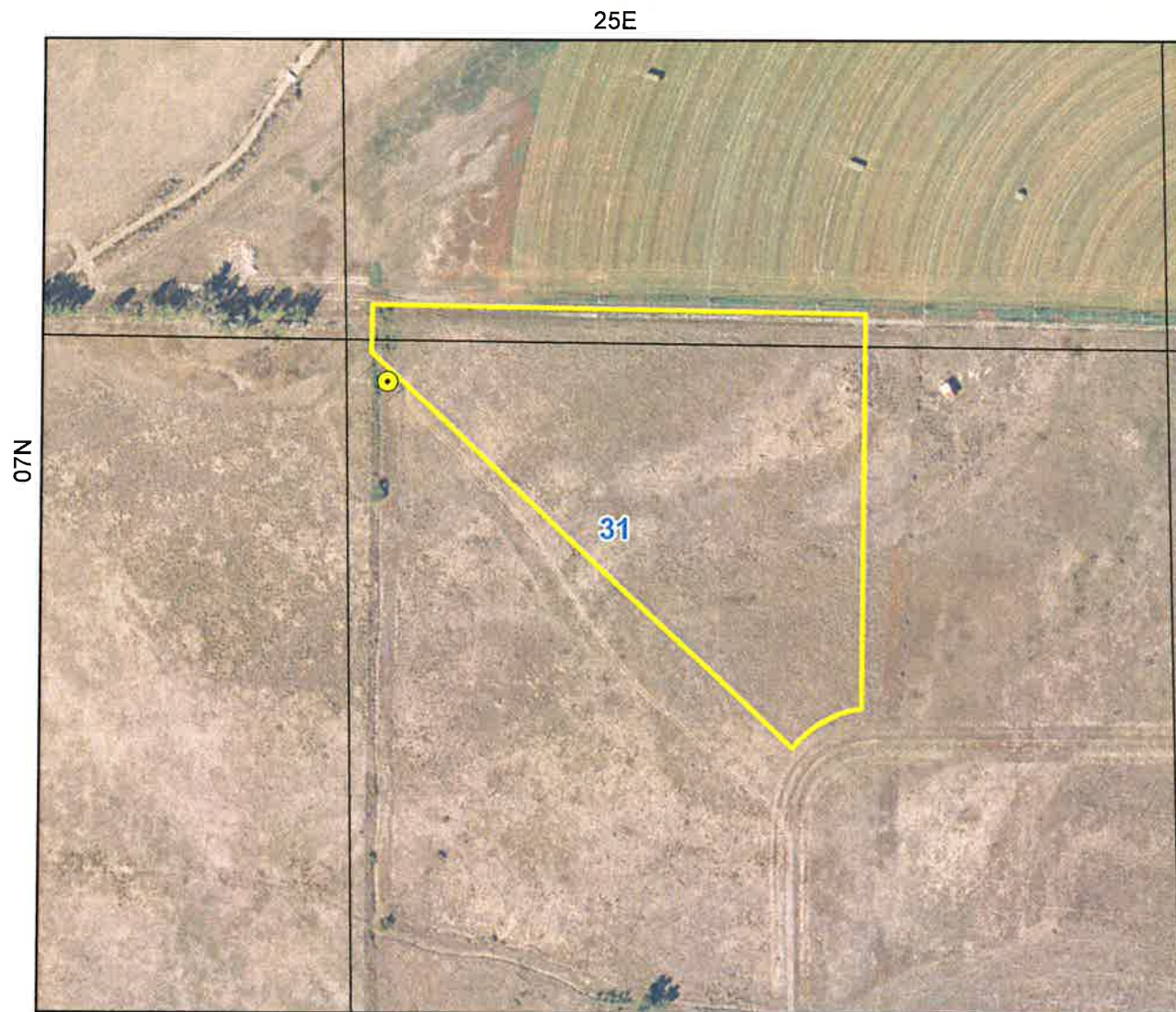
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State of Idaho
Department of Water Resources

Water Right
34-14622

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

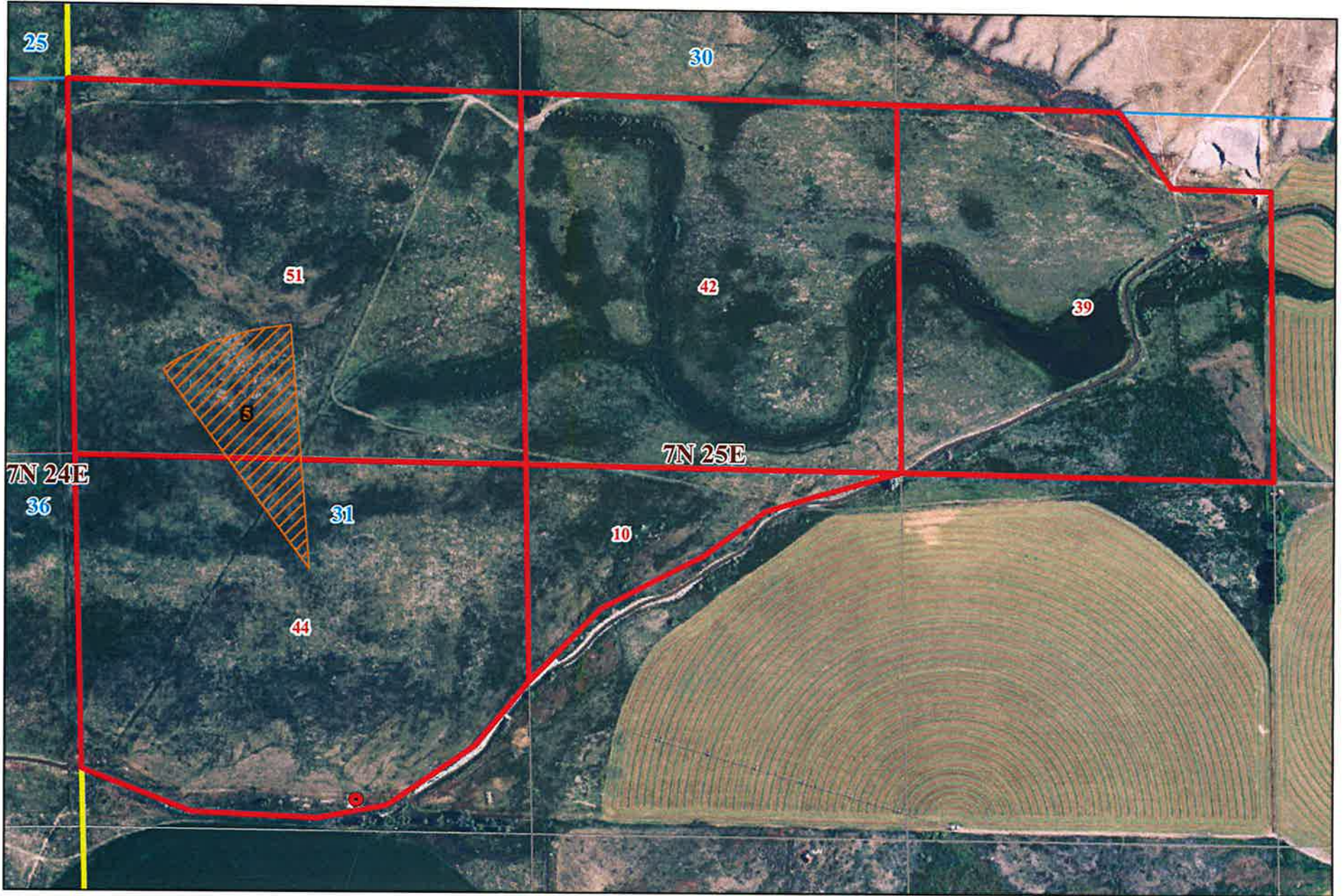
0 0.035 0.07 0.14 Miles

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[illegible]

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0 250 500 1,000 Feet

JOHN LEZAMIZ FAMILY LTD PARTNERSHIP

IRRIGATION TRANSFER
2017 NAIP AERIAL

Legend

-  Wells
-  Irrigation 3
-  PPU



82761

COPY

AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS is made and entered into this 29th day of August, 2018, by and between Laura E. Good (hereinafter referred to as "Seller"), and the John Lezamiz Family Limited Partnership (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, the Seller owns water right 34-14622, which is appurtenant to the Seller's respective real properties located in County of Custer, State of Idaho, and more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference;

WHEREAS, the Buyer desires to purchase water rights from the Seller in accordance with the terms herein below set forth; and

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

ARTICLE 1

(Sale of Water Rights)

- 1.1 The Seller agrees to sell and convey, and the Buyer agrees to buy a portion of water right 34-14622, specifically water for 5.0 acres, leaving Seller water pursuant to said water right for 1.7 acres, which water right is more particularly described in Exhibit "A" to the Agreement, attached hereto and incorporated herein by reference.

ARTICLE 2

(Purchase Price)

- 2.1 The purchase price shall be [REDACTED] for the water right, which equates to [REDACTED] per irrigable acres. Payment shall be contingent upon approval by the IDWR of a transfer of the water rights to a property of the Buyer's choosing. The purchase price shall be reduced proportionately based on the [REDACTED] price per acre if less than the whole of the two water rights is approved for transfer. For example, if four (4) acres are approved for transfer, the Buyer shall pay [REDACTED]

ARTICLE 3

(Warranties and Disclaimer)

- 3.1 The Buyer acknowledges and agrees that they have been informed and understand that the Seller makes no warranties, express or implied, to the Buyer, except as to title as contained in the title clause in the Agreement; and except that the Seller warrants that the water rights have not been forfeited or abandoned, and if the water rights have been

forfeited or abandoned, then this Agreement is null and void; or if part of the water rights have been forfeited or abandoned, then the purchase price shall be reduced proportionately by the amount that has been forfeited or abandoned.

ARTICLE 4

(Deed)

- 4.1 Title shall be conveyed by a deed once a transfer is approved by the IDWR, and such Deed shall convey to the Buyer the fee simple of the water right free from all encumbrances.

ARTICLE 5

(Water right Transfer)

- 5.1 The Buyer shall pay all the costs of this transfer, including all attorney fees and other costs of the transfer.

ARTICLE 6

(Duties of Sellers)

- 6.1 Seller agrees to cooperate in the transfer by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision. The Seller further agrees that he shall not market or sell his water rights until this transfer is either: (1) completed by approval of the transfer by IDWR; or (2) issues a denial of the transfer.

ARTICLE 7

(Miscellaneous Provisions)

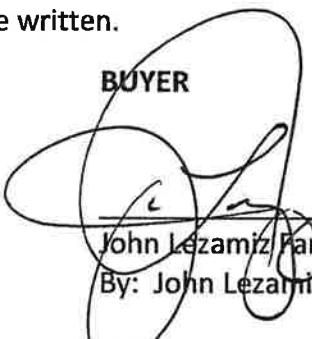
- 7.1 Survival of All Representations and Warranties. The representations, warranties, covenants and agreement of the Seller and the Buyer contained in this Agreement shall survive the closing hereunder.
- 7.2 Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.
- 7.3 Number and Gender of Persons. The terms "Buyer" and "Seller" are used herein without regard to the number or gender of the persons constituting such parties. If the Seller and/or the Buyer consist of two or more persons, including but not limited to individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.
- 7.4 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

- 7.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigned of the parties hereto.
- 7.6 **Attorney Fees.** In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney fees by the non-prevailing party, whether or not litigation is actually instituted.
- 7.7 **Entire Agreement.** The Seller and the Buyer acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyer agree that the terms, covenants and the conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.
- 7.8 **Severance and Validity.** In the event any provision of this Agreement of any part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby. It being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part thereof.
- 7.9 **Escrow of Funds.** Upon signing this agreement, funds will be deposited in a trust account in care of Fritz Haemmerle, attorney, in Hailey, Idaho. Upon approval of the transfer by IDWR, funds shall be paid to Seller from said trust fund as set forth herein including paragraph 2.1.

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

Dated: 8/29/2018

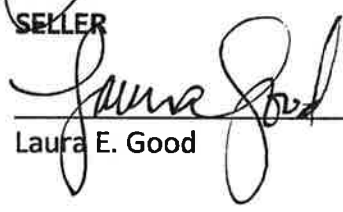
BUYER



John Lezamiz Family Limited Partnership
By: John Lezamiz, Partner

SELLER

Dated: 9/19/2018



Laura E. Good

EXHIBIT A

82761

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

3/6/2018

WATER RIGHT NO. 34-14622

Owner Type	Name and Address
Current Owner	LAURA E GOOD
Current Owner	LOREN R GOOD
	3498 S CAPULET WAY
	MERIDIAN, ID 83642
	2088605321

Priority Date: 12/17/1961

Basis: Decreed

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.13 CFS	23.4 AFA
Total Diversion			0.13 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNESW|Sec. 31|Township 07N|Range 25E|CUSTER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION CUSTER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07N	25E	31		NESW	6.7									

Total Acres: 6.7

Conditions of Approval:

82761

3/6/2018, 1:34 PM

1. Authorized diversion rate = 0.134 cfs.
2. X60 Place of use is located within Lot 8, Block 1, Crows Nest Estates Subdivision.
3. M03 A totalizing measuring device of a type approved by IDWR shall be maintained as a part of the diverting works.
Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the
4. T19 definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 08/14/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number: 34

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False