

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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

**MINIMUM REQUIREMENTS CHECKLIST**  
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED  
AUG 17 2018

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

Name of Applicant(s) 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](http://idwr.idaho.gov/water-rights/transfers/resources.html).
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ \* #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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

RECEIVED

AUG 17 2018

Department of Water Resources  
Eastern RegionName of Applicant(s) JOHN LEZAMIZ FAMILY LTD PARTNERSHIP Phone \_\_\_\_\_

Mailing address \_\_\_\_\_ 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 RepresentativeName of Representative Greg Sullivan Phone 208-736-8543Mailing 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 30.2 irrigation POU of 34-14421 AND 34-14420. 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<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input checked="" type="checkbox"/> <input type="checkbox"/> | 34-14421     | 0.38/66.5             | Irrigation    | 4/01 to 10/31 | Ground Water       |
| <input checked="" type="checkbox"/> <input type="checkbox"/>                | 34-14420     | 0.22/39.2             | Irrigation    | 4/01 to 10/31 | Ground Water       |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |

Total authorized under rights 0.60 cfs and/or 105.7 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.60 cubic feet per second and/or 105.7 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 30.2 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 land now irrigated will no longer be irrigated 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

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

If yes, describe:

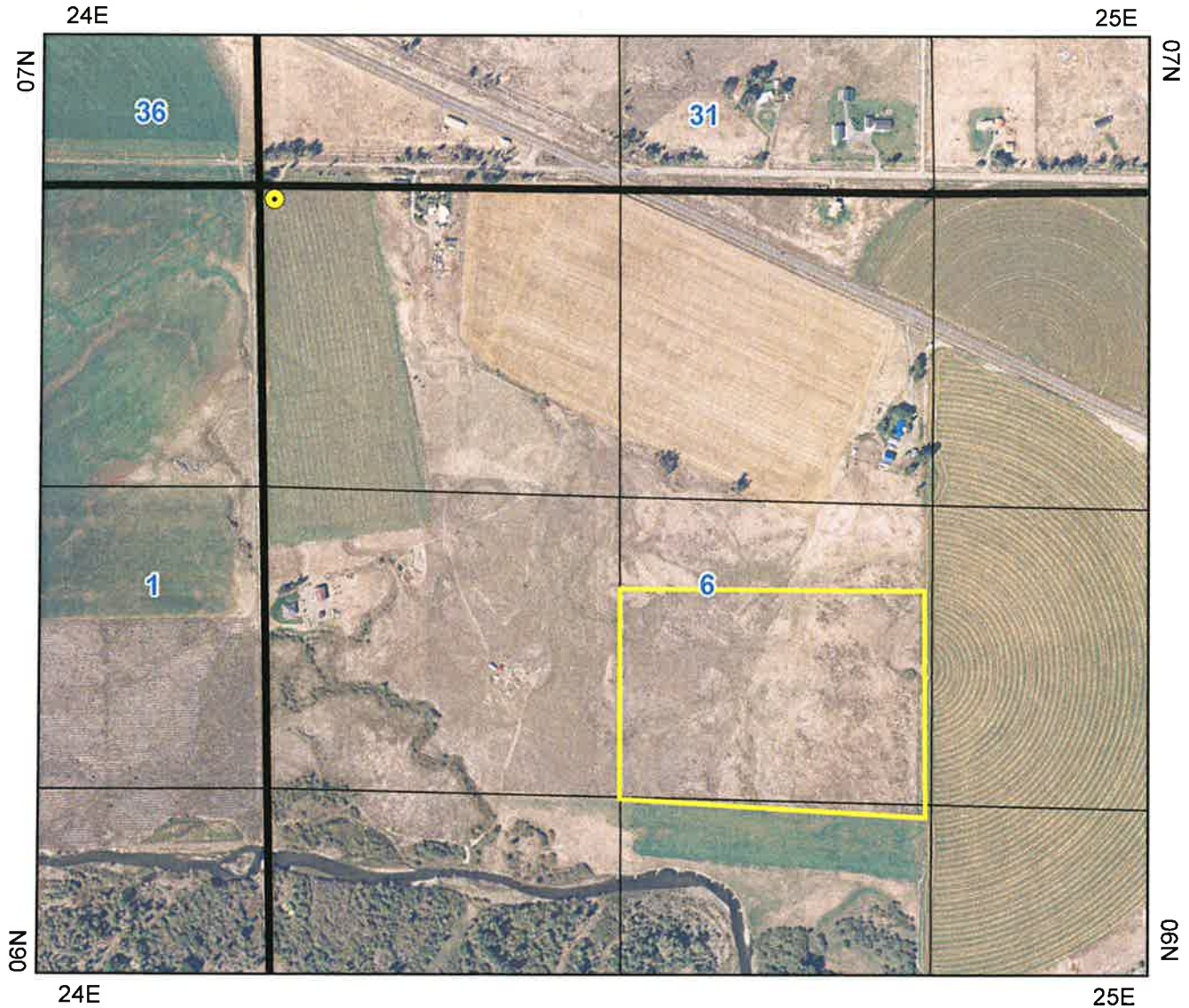
State of Idaho  
Department of Water Resources

# Water Right

34-14420 and 34-14421

## 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 0.075 0.15 0.3 Miles

82645



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

**Current Water Right No.:** 34-14420

**Current Owner:** VERA L PINKY LANDON  
JAMES LANDON

**Priority Date:** 12/19/1950

**Origin:** Water Right

**Status:** Active

**Basis:** Decreed

**Source**

**Tributary**

GROUND WATER

| <b><u>Beneficial Use</u></b> | <b><u>From To</u></b>         | <b><u>Diversion Rate</u></b> | <b><u>Annual Volume</u></b> |
|------------------------------|-------------------------------|------------------------------|-----------------------------|
| IRRIGATION                   | 04/01 to 10/31                | 0.22 CFS                     | 39.2 AF                     |
|                              | <b><u>Total Diversion</u></b> | 0.22 CFS                     | 39.2 AF                     |

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

GROUND WATER  
CUSTER County

NW1/4NW1/4NW1/4      Sec. 6,    Twp 06N,    Rge 25E B.M.

**Place of Use**

**IRRIGATION Within CUSTER County**

|                   |      |       |              |      |      |
|-------------------|------|-------|--------------|------|------|
| T06N R25E S6      | SENW | 28.80 | T06N R25E S6 | NESW | 1.40 |
| Total Acres: 30.2 |      |       |              |      |      |

**Conditions of Approval:**

1. X35 Rights 34-14420 and 34-14421 when combined shall not exceed the irrigation of 30.2 acres.
2. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
3. 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.
4. X27 This right is limited to the irrigation of 11.2 acres within the authorized place of use in a single irrigation season.
5. 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.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

Decreed Date: 12/14/2001

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

**Current Water Right No.: 34-14421**

Current Owner: VERA L PINKY LANDON  
JAMES LANDON  
Priority Date: 12/19/1950  
Origin: Water Right  
Status: Active  
Basis: Decreed

**Source**

**Tributary**

GROUND WATER

| <b><u>Beneficial Use</u></b> | <b><u>From To</u></b>         | <b><u>Diversion Rate</u></b> | <b><u>Annual Volume</u></b> |
|------------------------------|-------------------------------|------------------------------|-----------------------------|
| IRRIGATION                   | 04/01 to 10/31                | 0.38 CFS                     | 66.5 AF                     |
|                              | <b><u>Total Diversion</u></b> | 0.38 CFS                     | 66.5 AF                     |

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

GROUND WATER NW1/4NW1/4NW1/4 Sec. 6, Twp 06N, Rge 25E B.M.  
CUSTER County

**Place of Use**

**IRRIGATION Within CUSTER County**

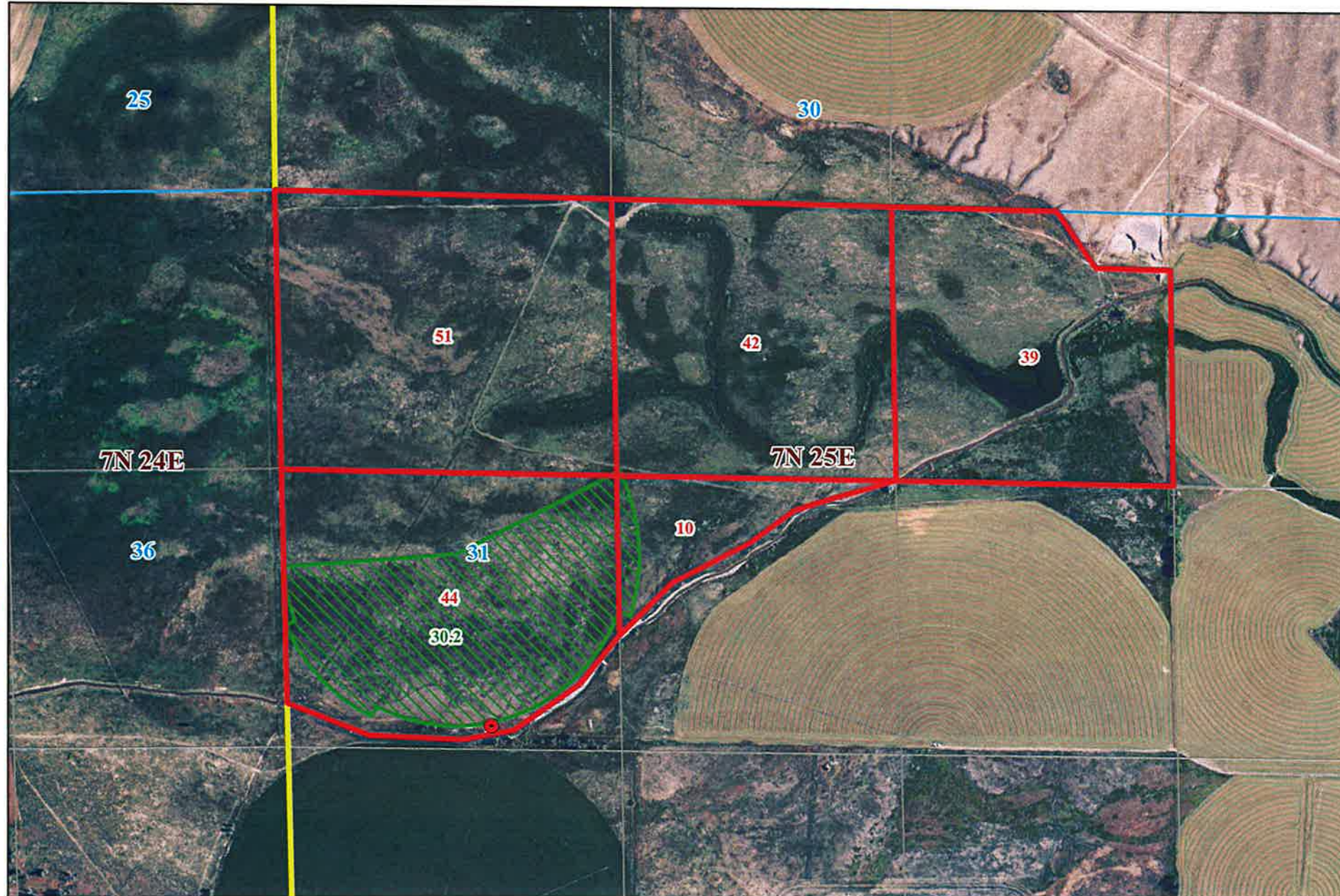
|                   |      |       |              |      |      |
|-------------------|------|-------|--------------|------|------|
| T06N R25E S6      | SENW | 28.80 | T06N R25E S6 | NESW | 1.40 |
| Total Acres: 30.2 |      |       |              |      |      |

**Conditions of Approval:**

1. 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.
2. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. X35 Rights 34-14420 and 34-14421 when combined shall not exceed the irrigation of 30.2 acres.
4. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
5. 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.
6. X27 This right is limited to the irrigation of 19.0 acres within the authorized place of use in a single irrigation season.

Decreed Date: 12/14/2001





03020

0 250 500 1,000 Feet

**JOHN LEZAMIZ FAMILY LTD PARTNERSHIP**

IRRIGATION TRANSFER 34-14420 AND 34-14421  
2017 NAIP AERIAL

**Legend**

-  Wells
-  PPU
-  Irrigation



## Fritz, Cooper

---

**From:** Greg Sullivan <greg.sullivan@brockwayeng.com>  
**Sent:** Tuesday, August 21, 2018 10:15 AM  
**To:** Fritz, Cooper  
**Subject:** Lezamiz Transfers  
**Attachments:** Scan082132859.pdf; Scan082132861.pdf; Irrigation 2.dbf; Irrigation 2.prj; Irrigation 2.sbn; Irrigation 2.sbx; Irrigation 2.shp; Irrigation 2.shx; 34-14421 Irrigation.dbf; 34-14421 Irrigation.prj; 34-14421 Irrigation.sbn; 34-14421 Irrigation.sbx; 34-14421 Irrigation.shp; 34-14421 Irrigation.shx

Fritz,

John Lezamiz address is

847 Canyon Springs Rd. Twin Falls, ID 83301

I talked with John and decided just to take out water right 34-13880 from the transfer.

See the attached documents and shape files.

Greg Sullivan  
Brockway Engineering  
2016 North Washington Street, Suite 4  
Twin Falls, Idaho 83301  
208-736-8543

|                                                                                                                                                        |                  |                                                                           |            |                                                                  |         |             |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------|------------|------------------------------------------------------------------|---------|-------------|--|
| No. <b>L 4574</b>                                                                                                                                      |                  | <b>Due no later than Dec 31, 2017</b>                                     |            | <b>2. Registered Agent and Address (NO PO BOX)</b>               |         |             |  |
| Return to:<br>SECRETARY OF STATE<br>700 WEST JEFFERSON<br>PO BOX 83720<br>BOISE, ID 83720-0080<br><br><b>NO FILING FEE IF<br/>RECEIVED BY DUE DATE</b> |                  | <b>Annual Report Form</b>                                                 |            | JOHN LEZAMIZ LLC<br>847 CANYON SPRINGS RD<br>TWIN FALLS ID 83301 |         |             |  |
|                                                                                                                                                        |                  | <b>1. Mailing Address: Correct in this box if needed.</b>                 |            | 3. <u>New</u> Registered Agent Signature:*                       |         |             |  |
| JOHN LEZAMIZ FAMILY LIMITED PARTNERSHIP<br>JOHN T LEZAMIZ<br>847 CANYON SPRINGS RD<br>TWIN FALLS ID 83301                                              |                  |                                                                           |            |                                                                  |         |             |  |
| Office Held                                                                                                                                            | Name             | Street or PO Address                                                      | City       | State                                                            | Country | Postal Code |  |
| GENERAL PARTNER                                                                                                                                        | JOHN LEZAMIZ LLC | 847 CANYON SPRINGS RD                                                     | TWIN FALLS | ID                                                               | USA     | 83301       |  |
| 5. Organized Under the Laws of:                                                                                                                        |                  | 6. Annual Report must be signed.*                                         |            |                                                                  |         |             |  |
| <b>ID<br/>L 4574</b>                                                                                                                                   |                  | Signature: john lezamiz                                                   |            | Date: 10/30/2017                                                 |         |             |  |
|                                                                                                                                                        |                  | Name (type or print): john lezamiz                                        |            | Title: general partner                                           |         |             |  |
| Processed 10/30/2017                                                                                                                                   |                  | * Electronically provided signatures are accepted as original signatures. |            |                                                                  |         |             |  |

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

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS is made and entered into this 12th day of March 2017, by and between Jim and Pinky Landon Trust and James and Vera L. Pinky Landon (hereinafter collectively referred to as "Sellers"), and the John Lezamiz Family Limited Partnership (hereinafter collectively referred to as "Buyer").

**RECITALS:**

WHEREAS, the Seller (Landon Trust) owns water right 34-14420 and the James and Vera L. Pinky Landon own water right 34-14421 (collectively "water rights"), which are 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 Sellers 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 I.**

**(Sale of Water Right)**

1.1. The Sellers agree to sell and convey, and the Buyer agrees to buy all of water rights 34-14420 (11.2 acres) and 34-14421 (19 acres), the water rights more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference.

**ARTICLE II.**

**(Purchase Price)**

2.1. The purchase price shall be [REDACTED] for the water rights, 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 twenty-eight (28) acres are approved for transfer, then the Buyer shall pay [REDACTED] Unless other directions are given, the purchase price shall be paid out to the individual Sellers as follows: (1) [REDACTED] to James and Vera L. Pinky Landon; and (2) [REDACTED] to the Jim and Pinky Landon Trust

### **ARTICLE III.**

#### **(Warranties and Disclaimer)**

3.1. The Buyer acknowledges and agrees that they have been informed and understand that the Sellers make 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 Sellers warrant 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 IV.**

#### **(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 V.**

#### **(Water Right Transfer)**

5.1. The Sellers and Buyer shall split all the costs of this transfer, including all attorneys' fees and other costs of the transfer.

### **ARTICLE VI.**

#### **(Duties of Sellers)**

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

**ARTICLE VII.**  
**(Miscellaneous Provisions)**

7.1. Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Sellers 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 "Sellers" are used herein without regard to the number or gender of the persons constituting such parties. If the Sellers 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 assigns of the parties hereto.

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

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

the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

7.8. Severance and Validity. In the event any provision of this Agreement or 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

Dated: 3/12/2017

BUYER

[Signature]  
John Lezamis Family Limited Partnership  
By: John Lezamis, Partner

SELLER (Water Right 34-~~1442~~)

Dated: 3/12/17

[Signature]  
James Landon

Dated: 3-12-17

[Signature]  
Vera L. Landon

14420  
SELLER (Water Right 34-~~1442~~)

Dated: 3/12/17

[Signature]  
Jim and Pinky Landon Trust, and as amended  
and restated  
By: James Landon, Trustee

# **EXHIBIT A**

Close

## 2/21/2017

WATER RIGHT NO. 34-14420

Priority Date: 12/19/1950  
Basis: Deceased  
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            | 04/01       | 10/31     | 0.22 CFS              | 39.2 AFA      |
| Total Diversion       |             |           | 0.22 CFS              |               |

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

GROUND WATER\NWNWNW\Sec. 06\Township 06N\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 |
|----------|-------|---------|-----|-------|-------|-----|-------|-------|-----|-------|-------|-----|-------|-------|
| 06N      | 25E   | 6       |     | NENW  | 2.2   |     | SESW  | 9     |     |       |       |     |       |       |

Total Acres: 11.2

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.  
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION
2. C18 OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

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:

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

Close

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES  
Water Right Report

2/21/2017

WATER RIGHT NO. 34-14421

| <u>Owner Type</u> | <u>Name and Address</u> |
|-------------------|-------------------------|
| Current Owner     | JAMES LANDON            |
| Current Owner     | VERA L PINKY LANDON     |
|                   | PO BOX 104              |
|                   | MACKAY, ID 83251        |
|                   | (208)588-2653           |

Priority Date: 12/19/1950

Basis: Decreed

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            | 04/01       | 10/31     | 0.38 CFS              | 66.5 AFA      |
| Total Diversion       |             |           | 0.38 CFS              |               |

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW|Sec. 06|Township 06N|Range 25E|CUSTER County|

Place(s) of use:

Place of Use Legal Description: IRRIGATION CUSTER County

02-250/1241 1304

MACKAY SPRINGS RANCH  
847 CANYON SPRINGS RD.  
TWIN FALLS, ID 83304

DATE 5/15/2007

PAY TO THE ORDER OF Hammer Law P.C. (b)(7)

[REDACTED] DOLLARS

**FARMERS BANK**  
1097 Blue Lakes - P.O. BOX 5022  
TWIN FALLS, ID 83303  
(208) 234-7234  
www.farmersbankidaho.com

MEMO Langdon ground water purchase

[REDACTED]

*[Signature]*



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

Hydraulics

Hydrology

Water Resources

RECEIVED

AUG 17 2018

Department of Water Resources  
Eastern Region

August 8, 2018

James Cefalo  
Idaho Department of Water Resources  
900 North Skyline Drive, Suite A  
Idaho Falls, ID 83402-1718

Re: John Lezamiz Family LTD Partnership

Dear Mr. Cefalo:

It is proposed to transfer the entire amount of water under water rights 34-14421 and 34-14420 to a new point of diversion and a new place of use. It is also proposed to create a permissible place of use of 186.0 acres in which the 30.2 acres of irrigation will be located.

John Lezamiz Family LTD Partnership has entered into an agreement with Vera and James Landon that will finalize the purchase of 34-14421 and 34-14420 after the transfer is approved.

Full irrigation of the 30.2 acres has occurred during the 2017 and 2018 irrigation season.

Please copy our office on all correspondence regarding this application.

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

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

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: John Lezamiz

Enc: 30.2 Acre Transfer Application, Aerial Imagery, Annual Report, Purchase and Sale Agreement, Brockway Engineering Check # 14844 for \$500.00

2016 NORTH  
WASHINGTON  
STREET • SUITE 4

TWIN FALLS,  
IDAHO 83301

208•736•8543

FAX: 736•8506

82645