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JUL 03 2018

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 www.idwr.idaho.gov.

Name of Applicant(s) Shovelback Holdings LLC**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 www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☒ ☐ #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

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Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Shovelback Holdings LLC Phone 208-351-6236
Mailing address 1493 W 5000 N, Rexburg, ID, 83440 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**.

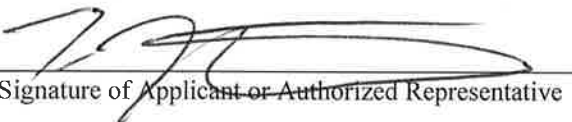
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

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

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

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


Signature of Applicant or Authorized Representative

TREVER E INERSON
Print Name and Title if applicable

6-26-18
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use

☐ Add diversion point(s)
☐ Change period of use

☒ Change place of use
☐ Other _____
- 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.2**.
Applicant proposes to transfer 2.5 acres of a total 6.0 contracted acres for purchase to Redrock RV & Campground for the irrigation of lawn and open space. Ownership will be changed upon approval of the transfer.

Narrative of Application for Transfer

Shovelback Holdings LLC

Applicant is purchasing 6.0 acres of water right 35-2568 to be transferred to other properties for irrigation purposes. This transfer proposes to move 2.5 acres to an existing campground for the irrigation of lawn and open spaces. The remaining purchased acres will be transferred under a separate application at a later date. The purchase acres and the acres proposed to be transferred are illustrated in Attachment #7a.

Water Right Nos. 35-2568 and 35-7769 are appurtenant to property owned by Todd and Jennifer Cook. Conditions contained in these water rights limit the collective diversion volume of these water rights to 2,476 acre-feet for the irrigation of 619 acres. There is no combined diversion rate limit for these water rights. 35-2568 contains an individual acre limitation of 509 acres. 35-7769 does not contain an express individual acre limitation of the remaining 110 acres ($619 - 509 = 110$), however an inferred individual acreage limit of 110 acres is consistent with the 2.22 cfs diversion rate described in this water right. At one miner's inch (.02 cfs) per acre, a diversion rate of 2.22 cfs would be authorized to irrigate 111 acres. For practical and legal purposes, 35-7769 has an individual acre limitation of 110 acres.

Based on past transfers filed with the Department, we understand that Department staff may categorize Water Right Nos. 35-2568 and 35-7769 as "stacked water rights." There is no statute or administrative rule that defines "stacked water rights." However, page 28 (Section 5d.(3)) of the *Administrator's Memorandum, Transfer Processing No. 24* (December 21, 2009) (the "Transfer Memo"), provides the following IDWR definition of "Stacked Water Rights" under the Enlargement of Use section:

Water rights are "stacked" when two or more water rights, generally of different priorities and often from different sources, are used for the same use and overlie the same place of use. Water rights for irrigating a permissible place of use are not necessarily stacked when the water rights in total provide for irrigating up to the maximum acreage authorized within a permissible place of use.

Based on this definition in the Transfer Memo, Water Right Nos. 35-2568 and 35-7769 are not stacked because the water rights individually and in total provide for irrigating up to the maximum acreage of 619 acres authorized within the permissible place of use contained in both water rights. Accordingly, the water rights can be transferred separately without raising enlargement concerns.

The transfer submitted with this analysis proposes to unstack 2.5 acres of 35-2568 to move the 2.5 acres to a new place of use. Because the individual acreage limit under 35-2568 will be reduced by 2.5 acres and the overall acreage limit of 619 acres will be reduced by 2.5 acres, there is no enlargement of either 35-2568 or 35-7769.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	35-2568	0.026	Irrigation	5/01 to 10/31	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.026 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.026 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			SW	SW	20	15N	43E	FREMONT	GROUND WATER	
			SW	SW	20	15N	43E	FREMONT	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	
15N	43E	20											2.5						2.5
Total Acres (for irrigation use)																			2.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

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

Two wells will be connected to the water supply system. The second well has yet to be drilled but is authorized under water right 21-13235. A meter can be installed upon construction if notified by the Department.

- b. Who owns the property at the point(s) of diversion? Applicant

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

- 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: The lien holder has agreed verbally and will be providing a written statement.

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 proposed to be transferred is under end guns of a large pivot. The end guns will be removed and those acres will be retired from irrigation.

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

Two commercial rights 21-13235 and 21-7360 at proposed POD/POU. Water right 35-7769 shares a permissible place of use at the existing POU, but does not overlap the same acres. See Part 1A.2 for additional information.

- 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:

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/25/2018

WATER RIGHT NO. 35-2568

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JENNIFER COOK
Current Owner	TODD COOK
	796 N 1800 W
	BLACKFOOT, ID 83221
	2083514910
Original Owner	PATRICK O DONNELL
	1012 DEEPWOOD PL
	WILMINGTON, NC 28405
	9102562850
Security Interest	AXA EQUITABLE LIFE INSURANCE CO
	C/O AXA EQUITABLE AGRIFINANCE LLC
	4333 EDGEWOOD RD NE
	CEDAR RAPIDS, IA 52499-5223
	3193558650

Priority Date: 03/20/1959

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	4/01	10/31	5.25 CFS	2036 AFA
Total Diversion			5.25 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENENW	Sec. 24	Township 01S	Range 32E	BINGHAM County
GROUND WATER	SWSE	Sec. 24	Township 01S	Range 32E	BINGHAM County

IRRIGATION Use:
Acre Limit: 509

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM 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>
01S	32E	24		NENE	33		NWNE	40		SWNE	40		SENE	33
				NENW	40		NWNW	40		SWNW	40		SENW	40
				NESW	40		NWSW	40		SWSW	40		SESW	40
				NESE	33		NWSE	40		SWSE	40		SESE	40

Total Acres: 619

Conditions of Approval:

1. X27 This right is limited to the irrigation of 509 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 35-2568 and 35-7769 when combined shall not exceed a total annual maximum diversion volume of 2,476 af at the field headgate and the irrigation of 619 acres.
3. 186 Diversion of water from the additional well authorized under Transfer 81535 located in the SWSE, Sec. 24, T01S, R32E shall not exceed a total combined maximum diversion rate of 3.00 cfs.
4. R05 Use of water under this right may 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. 120.
5. 212 Prior to diversion and use of water under Transfer approval 81535, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
8. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. 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.
10. 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: 04/30/2002

82525

Permit Proof Due Date:
Permit Proof Made Date:
Permit Approved Date:
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

State or Federal: S
Owner Name Connector: AND
Water District Number: 120
Generic Max Rate per Acre: 0.02
Generic Max Volume per Acre: 4
Combined Acres Limit: 619
Combined Volume Limit: 2476
Combined Rate Limit: 7.47
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

82525

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☒ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 35-2568

1. amount 0.026 cfs (cfs/ac-ft) for Irrigation purposes from 4/01 to 10/31
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ 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. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by sc Date 7/3/18 Preliminary check by _____ Date _____

Fee paid 200- Date 7/3/18 Received by 3c Receipt # PD44168

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

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 21st day of June, 2018 (the "Effective Date"), by and between **Todd Cook and Jennifer Cook**, husband and wife, whose address is 796 N. 1800 W., Blackfoot, Idaho 83221 (hereinafter "Seller"), and **Shovelback Holdings LLC**, an Idaho limited liability company, whose address is 1493 W. 5000 N., Rexburg, Idaho 83440 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 35-2568 (the "Water Right"), which was decreed on April 30, 2002 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 March 20, 1959. 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, a 6-acre portion of the Water Right. Buyer has agreed to purchase the 6-acre portion of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Right.

Source:	Ground water
Purpose:	Irrigation
Priority:	March 20, 1959
Quantity (Diversion Rate):	0.06 cfs of the total authorized 5.25 cfs
Quantity (Volume):	24 acre-feet per annum
Place of Use (Acreage):	6 acres of the 509 authorized acres identified on Exhibit 2 .

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

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all remaining portions of the Water Right and any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 10% of the Purchase Price, which is [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 30 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 Purchased Water Right to Buyer's desired location. 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 Purchased 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) Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. 35-7769, are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. 35-7769.
 - (b) Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this Agreement shall be null and void and of no further effect; and Buyer shall return the Earnest Money to Buyer.
 - (c) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 6 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased

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.

- (d) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 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) the Water Right is unstacked from Water Right No. 35-7769; and (2) no protest to the Transfer is filed with IDWR and (3) IDWR issues a transfer approval consistent with paragraph 6(b), then Closing on the Purchased Water Right shall occur within 30 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 with 14 days after the 180-day termination period expires. 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 the Purchase Price less the Earnest Money.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
- (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. 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 (in which event the non-defaulting party may pursue any available remedy, including

equitable relief), 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, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

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 will obtain good marketable title to the Purchased 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 Purchased 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 Purchased 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 Purchased 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 Purchased Water Right has not been forfeited or abandoned in whole or in part.
- (e) 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 Purchased 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 Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased 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) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Todd and Jennifer Cook 796 N. 1800 W. Blackfoot, Idaho 83221	Shovelback Holdings LLC 1493 W. 5000 N. Rexburg, Idaho 83440
<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	

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) 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.
- (e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (j) 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.
- (k) Essence of Time. Time is of the essence in this Agreement.

[SIGNATURES ON NEXT PAGE]

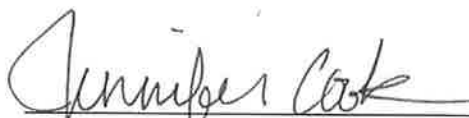
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"



Todd Cook


Jennifer Cook

"BUYER"

SHOVELBACK HOLDINGS LLC


By: TREVOR EINERSON
Its: OWNER

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Exhibit 1

The "Water Right"

4/23/2018

Water Right Report

Close

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

4/23/2018

WATER RIGHT NO. 35-2568

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JENNIFER COOK
Current Owner	TODD COOK
	796 N 1800 W
	BLACKFOOT, ID 83221
	2083514910
Original Owner	PATRICK O DONNELL
	1012 DEEPWOOD PL
	WILMINGTON, NC 28405
	9102562850
Security Interest	AXA EQUITABLE LIFE INSURANCE CO
	C/O AXA EQUITABLE AGRIFINANCE LLC
	4333 EDGEWOOD RD NE
	CEDAR RAPIDS, IA 52499-5223
	3193558650

Priority Date: 03/20/1959

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	4/01	10/31	5.25 CFS	2036 AFA
Total Diversion			5.25 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENENW	Sec. 24	Township 01S	Range 32E	BINGHAM County
GROUND WATER	SWSE	Sec. 24	Township 01S	Range 32E	BINGHAM County

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=2568&SplitSuffix=%20%20&TypeWaterRight=True>

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4/23/2018

Water Right Report

IRRIGATION Use:
Acre Limit: 509

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01S	32E	24		NENE	33		NWNE	40		SWNE	40		SENE	33
				NENW	40		NWNW	40		SWNW	40		SENW	40
				NESW	40		NWSW	40		SWSW	40		SESW	40
				NESE	33		NWSE	40		SWSE	40		SESE	40

Total Acres: 619

Conditions of Approval:

1. X27 This right is limited to the irrigation of 509 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 35-2568 and 35-7769 when combined shall not exceed a total annual maximum diversion volume of 2,476 af at the field headgate and the irrigation of 619 acres.
3. 186 Diversion of water from the additional well authorized under Transfer 81535 located in the SWSE, Sec. 24, T01S, R32E shall not exceed a total combined maximum diversion rate of 3.00 cfs.
4. R05 Use of water under this right may 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. 120.
5. 212 Prior to diversion and use of water under Transfer approval 81535, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
8. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. 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.
10. 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: 04/30/2002

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=2568&SplitSuffix=%20%20&TypeWaterRight=True>

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4/23/2018

Water Right Report

Permit Proof Due Date:
Permit Proof Made Date:
Permit Approved Date:
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

State or Federal: S
Owner Name Connector: AND
Water District Number: 120
Generic Max Rate per Acre: 0.02
Generic Max Volume per Acre: 4
Combined Acres Limit: 619
Combined Volume Limit: 2476
Combined Rate Limit: 7.47
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

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=2568&SplitSuffix=%20%20&TypeWaterRight=True>

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Exhibit 2
Map of 6 Acres—the “Purchased Water Right”

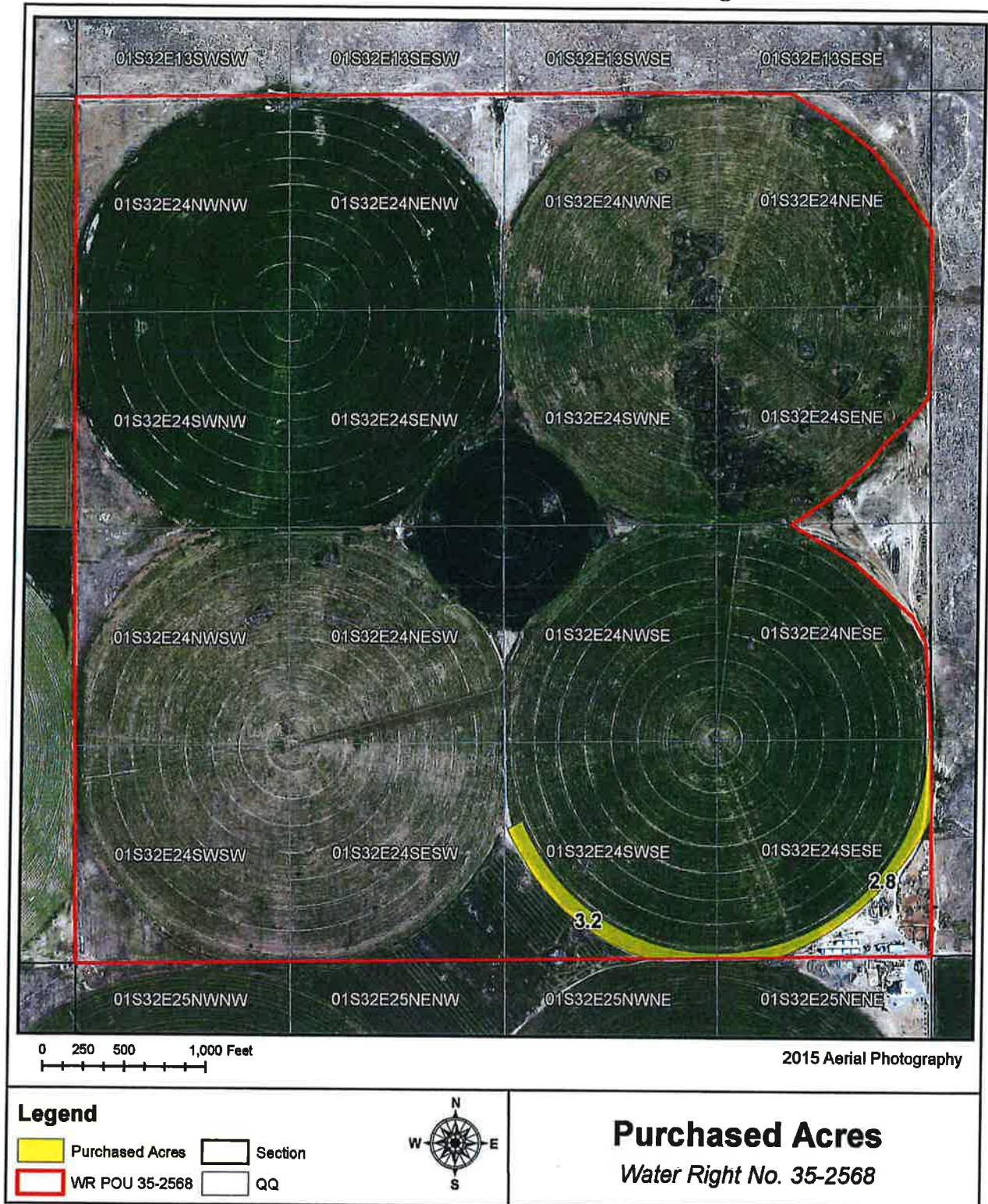


**Exhibit 3
Form of the Deed**

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 RIGHTS

Todd Cook and Jennifer Cook, husband and wife, whose address is 796 N. 1800 W., Blackfoot, Idaho 83221 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Shovelback Holdings LLC**, an Idaho limited liability company, whose address is 1493 W. 5000 N., Rexburg, Idaho 83440 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right 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 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_____.

82525

"GRANTOR"

Todd Cook

Jennifer Cook

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2018, by **TODD COOK**.

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2018, by **JENNIFER COOK**.

Notary Public for Idaho
My Commission Expires: _____

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

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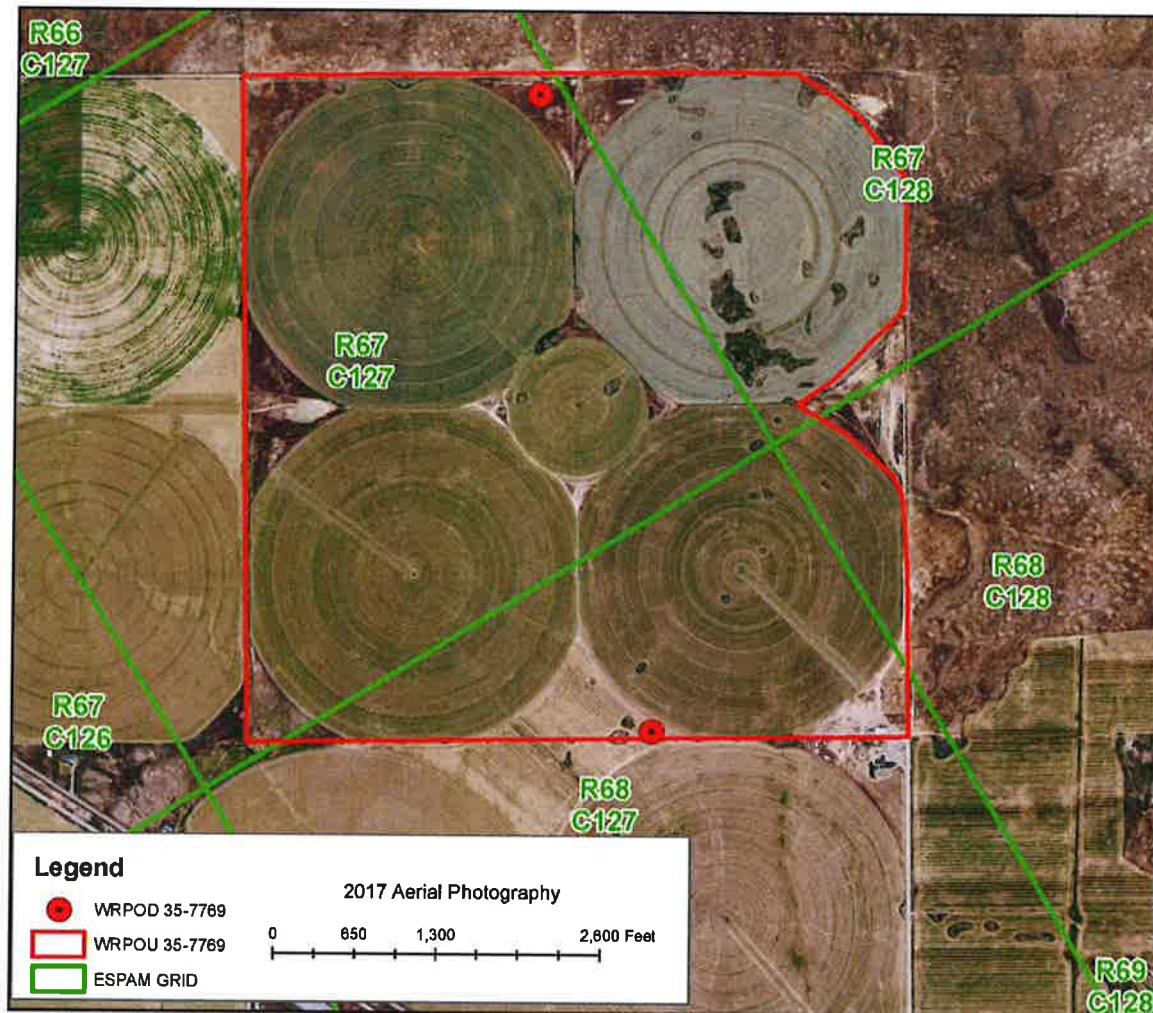
Hydrologic Analysis

Shovelback Holdings LLC

Applicant proposes to transfer 2.5 acres to an existing well in SWSW Section 20, T15N R43E. The TO Well location includes two wells within the campground that serve the current water system. They are treated as one point of diversion in this analysis. The property is located south of Henry's Lake, about 50 miles up Henry's Fork north of the model boundary near Ashton.

The FROM Well location is the farthest one of two wells pertaining to water right 35-2568. The well in R68 C127 was chosen to represent the greatest possible distance the water will be transferred from the FROM well to the TO well. See Figure A below.

Figure A. Existing well locations with ESPAM Grid cells



Analysis of Effects at TO Well Location

Due to the distance of the TO Well from the ESPA Model boundary, it was necessary to use an alternative method to evaluate the depletionary effects at the TO Well. In October 2017, Bryce Contor

performed an analysis of the well reach effects of the proposed ground water pumping. For methods, variables, well interference, and detailed results, see the attached copy of the analysis in Appendix A. The results of this analysis show that the anticipated depletions to the Henry's Fork from the proposed pumping are calculated to be 0.375 AFA, or 0.125 AF/trimester on average.

This analysis also includes a well interference analysis with a calculated maximum drawdown at the nearest well of 0.018 feet at the end of pumping in the first year. A negligible amount will be residual beginning the following irrigation season.

Analysis of Effects at FROM Well Location

To evaluate the beneficial effects of the cessation of pumping at the FROM Well, the ESPA Transfer Analysis Spreadsheet 3.2 was used. Excerpts of the model run are included as Figures B-D. The existing place of use of the 2.5 acres proposed to be transferred is allotted 4 AFA/acre for the field headgate requirement and 3 AFA/acre as a consumptive irrigation requirement. The TO Well analysis was performed based on consumptive use values. Therefore, the modeling simulation for the FROM Well location is also based upon consumptive use values. Input values for the FROM Well were determined as follows:

$$2.5 \text{ ac} \times 3.0 \text{ AFA/ac} / 3 \text{ trimesters} = 2.5 \text{ AF/trimester}$$

By retiring the proposed 2.5 acres at the FROM Well, a benefit is created in the reaches of the Snake River, including a benefit in the Henry's Fork. In the Ashton to Rexburg reach, transient effects begin at 0.0 AF/trimester and progress gradually to 0.06 AF/trimester at steady state.

Net Effects of Proposed Transfer

Using both of the analyses described above, the net effects can be calculated by subtracting the benefits accrued from the impacts of the proposed pumping. Since 100% of the proposed pumping will accrue to the Henry's Fork, only net effects to the Henry's Fork are calculated. All net effects to other reaches of the Snake River are benefits. Table 1 below shows that net effects range from 0.107 AF/trimester to 0.065 AF/trimester, a *de minimus* amount that does not exceed the Idaho Department of Water Resources mitigation threshold.

Table 1. Net Effects to Henry's Fork

State	TO Well (AF/tri)	FROM Well (AF/tri)	Net Effects (AF/tri)
Transient	0.107	0.000	0.107
Steady	0.125	0.06	0.065

Figure B. Excerpt of Data Entry Page.

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

TRANSFER NO: 35-2568

YEAR: 1959

SEASON: SPRING

TRANSFER NAME: FROM Well

UPDATE DATES

RUN MODEL

GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	75	68	75	45
COLUMN	105	127	105	30

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1959	0	3	3	0	0	0	0
SUM 1959	0	3	3	0	0	0	0
WIN 1959	0	3	3	0	0	0	0
SPR 1960	0	3	3	0	0	0	0
SUM 1960	0	3	3	0	0	0	0
WIN 1960	0	3	3	0	0	0	0
SPR 1961	0	3	3	0	0	0	0
SPR 2017	0	3	3	0	0	0	0
SUM 2017	0	3	3	0	0	0	0
WIN 2017	0	3	3	0	0	0	0
SPR 2018	0	3	3	0	0	0	0
SUM 2018	0	3	3	0	0	0	0
WIN 2018	0	3	3	0	0	0	0
SPR 2019	0	0	3	0	0	0	0
SUM 2019	0	0	3	0	0	0	0
WIN 2019	0	0	3	0	0	0	0
SPR 2020	0	0	3	0	0	0	0
SUM 2020	0	0	3	0	0	0	0
WIN 2020	0	0	3	0	0	0	0
SPR 2021	0	0	3	0	0	0	0
SUM 2021	0	0	3	0	0	0	0
WIN 2021	0	0	3	0	0	0	0
SPR 2022	0	0	3	0	0	0	0
SUM 2022	0	0	3	0	0	0	0
SPR 2106	0	0	3	0	0	0	0
SUM 2106	0	0	3	0	0	0	0
WIN 2106	0	0	3	0	0	0	0
SPR 2107	0	0	3	0	0	0	0
SUM 2107	0	0	3	0	0	0	0
WIN 2107	0	0	3	0	0	0	0
SPR 2108	0	0	3	0	0	0	0
SUM 2108	0	0	3	0	0	0	0
WIN 2108	0	0	3	0	0	0	0

Figure C. Net Transfer Graphs

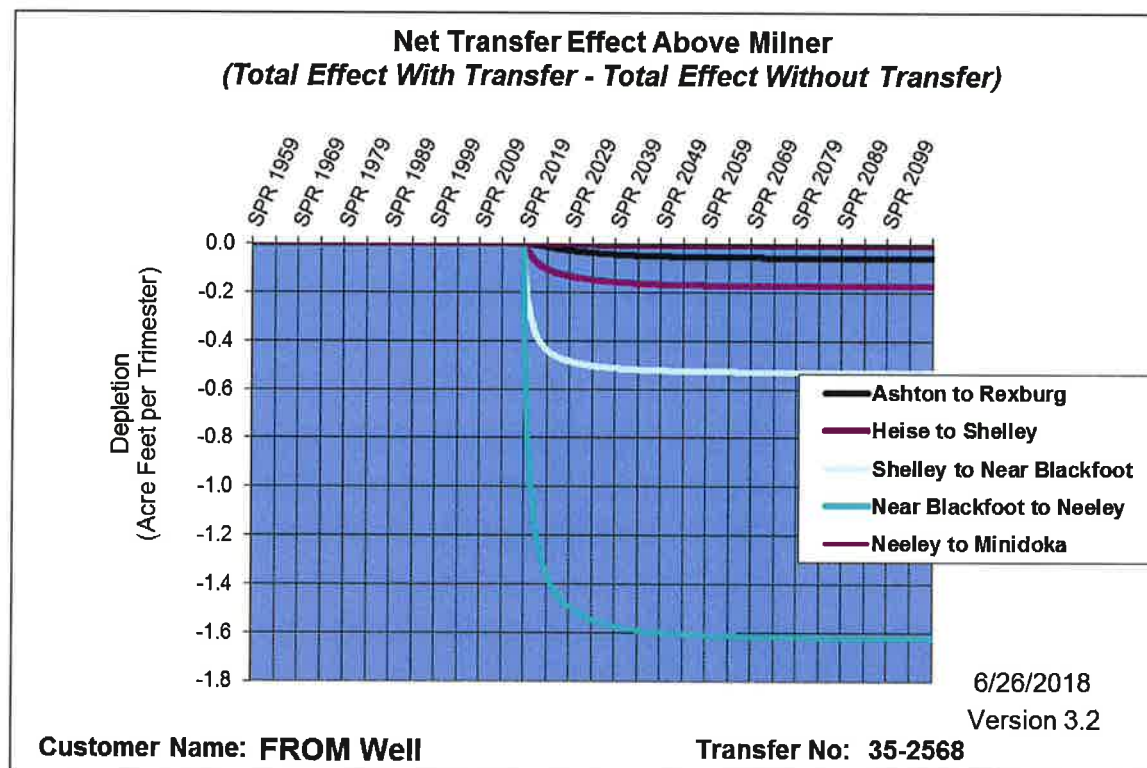
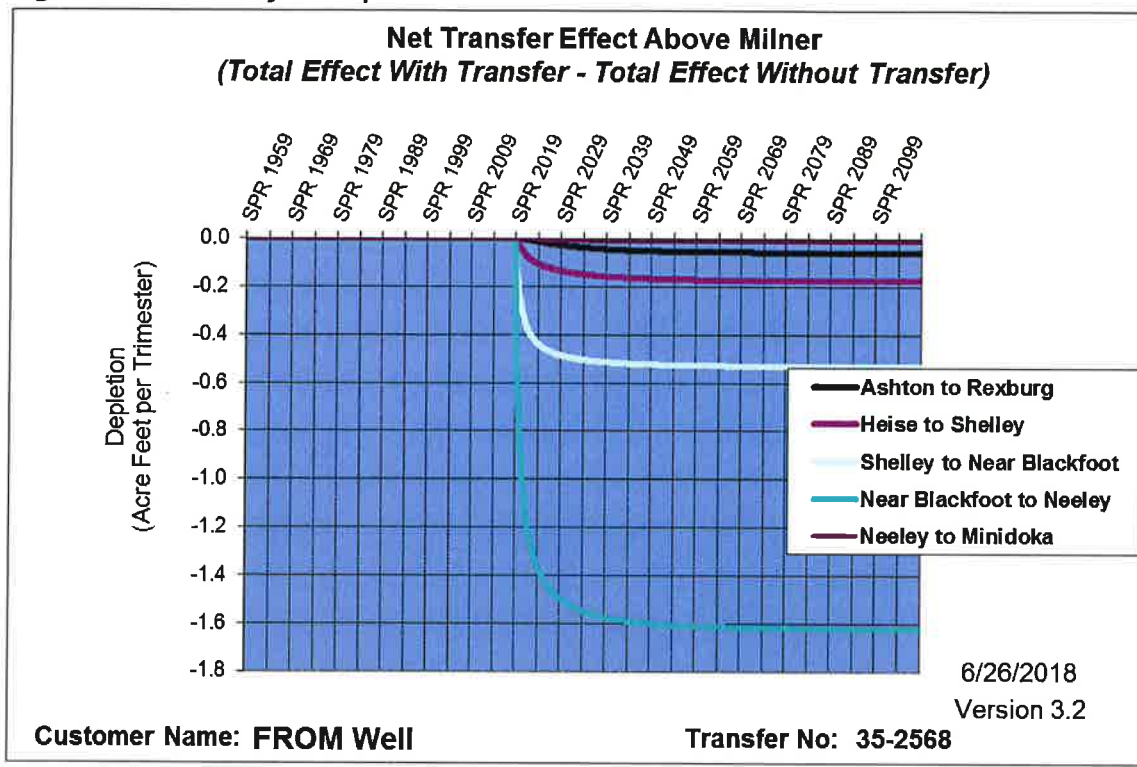


Figure D. Excerpt of Calculated Effects.

	Net Transfer Effect (AF/four months)								R80 C122 Verified		4/17/2018
	Ashton to	Heise to	Shelley to	Nr Bickft	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
SPR 1959	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1959	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1960	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1960	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2017	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2017	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2017	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2018	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2018	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2018	0.000	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2019	0.000	0.0	-0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2019	0.000	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2019	-0.001	0.0	-0.2	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2020	-0.001	0.0	-0.3	-0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2020	-0.002	0.0	-0.3	-1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2020	-0.003	-0.1	-0.3	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	-0.003	-0.1	-0.3	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	-0.004	-0.1	-0.4	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	-0.005	-0.1	-0.4	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	-0.006	-0.1	-0.4	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	-0.007	-0.1	-0.4	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	-0.009	-0.1	-0.4	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	-0.010	-0.1	-0.4	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2105	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2106	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2106	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2106	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2107	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2107	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2107	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2108	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2108	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2108	-0.057	-0.2	-0.5	-1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: **SPR 2019**

Match: 181

Match: 456

	Air	HIS	SINB	NBtN	NtM	DWtB	BTtS	TS	TSIM	M	MIB	Total	
Preexisting Effects @ SS (Last Time Step):	0.06	0.17	0.53	1.62	0.01	0.03	0.03	0.02	0.01	0.01	0.00	2.49	Total Effects without Transfer - Las
Steady State - Value of Dep. @ Last Time Step:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Total Effects with Transfer - Last Ti
isting Effects @ Transient State (Max Value Timestep):	0.06	0.17	0.53	1.62	0.01	0.03	0.03	0.02	0.01	0.01	0.00	2.49	Total Effects without Transfer - Con
Transient State - Max. Value of Dep. After Transfer:	0.06	0.16	0.42	1.20	0.01	0.03	0.03	0.02	0.01	0.01	0.00	1.94	Total Effects with Transfer - Max V.
Steady State Change:	-0.06	-0.17	-0.53	-1.62	-0.01	-0.03	-0.03	-0.02	-0.01	-0.01	0.00		
Transient State Change:	0.00	-0.01	-0.11	-0.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00		



“To” Well Reach Effects Analysis
of Proposed Groundwater Pumping
at the Shovelback Holdings, LLC Campground
T 15N R 43E Section 20 SWSW
Fremont County, Idaho

Introduction

This analysis is prepared to support a water-rights transfer application to facilitate irrigation of approximately 2.5 acres of landscaping at a commercial campground located south of Henry’s Lake in Fremont County Idaho, in the Southwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 43 East Boise Meridian (“To” location). Reach Effects Figure 1 (attached) shows the location of the proposed Place of Use and Point of Diversion in relationship with the boundary of the Enhanced Snake Plain Aquifer Model Version 2.1 (ESPAM2.1) and the major rivers in Eastern Idaho. Figure 2 shows the “To” location in relationship to Henry’s Lake and Henry’s Lake Outlet, and Figure 3 shows the location superimposed upon a topographic map.

This analysis assesses the effects that groundwater pumping at the “To” location will have upon the local aquifer, the Eastern Snake Plain Aquifer, and surface water bodies hydraulically connected to these aquifers. It accompanies an analysis of the beneficial effects of cessation of pumping at the location where pumping will be reduced under the proposed transfer. The net effect of the transfer may be assessed by taking the difference between the effects of the proposed new pumping at the “To” location, and the effects of the proposed reduction in pumping at the “From” location.

Methods

Depletory effects are considered on a volume basis, using a version of the Glover/Balmer/Jenkins Stream Depletion method (Glover and Balmer, 1954; Jenkins, 1968) adapted for bounded aquifers (Contor, 2011). Water level effects are based on an average pumping rate to satisfy the seasonal pumping volume, and evaluated using the Theis methodology with image well adjustments (Fetter, 1994). Figure 4 shows the boundaries used for both analyses, and the wells and image wells used in the Theis analysis. Given the proximity of the “To” location to Henry’s Lake and the Henry’s Fork, and its distance from the Snake Plain and from other surface water bodies, the analyses assume that for practical purposes, all effects will be expressed to the Henry’s Fork upstream of Island Park Reservoir.

The well-log data presented below indicate most static water elevations are lower than the full-pool elevation of the lake. This unexpected result could be in part influenced by imprecision in

calculating potentiometric-surface elevation, but the consistency and magnitude of the differences somewhat argues against this possibility. The other possibility is that the ridge to the south of the “To” location is permeable at depth, and does not constitute a hydrologic barrier. If this is so, the use of an impermeable boundary in the analyses will cause over estimation of drawdown effects to nearby wells, and over estimation of the seasonality of quantity effects on hydraulically connected surface water bodies.

All the methods used are linearly scalable, by the principle of hydrologic superposition (Reilly and others, 1987). If the final transfer proposes moving 2.0 acres of irrigation, the results here may be multiplied by 0.8 to obtain updated water-quantity effects. Similarly, if the average pumping rate is to be 0.0034 cubic feet per second (cfs) instead of the 0.0042 cfs used in calculations, the results here may be multiplied by 0.8 to obtain updated estimates of water-level effects.

Hydrologic Stress Evaluated

This analysis assumes 2.5 acres of irrigation of turf grass (lawn and landscaping) at the “To” location. Gross diversion volume is derived from ET_{Idaho} (Allen and Robison, 2012). For purposes of calculating reach-gain effects, consumptive use is evaluated as a hydrologic stress, because any pumpage in excess of the consumptive use will return to the source by percolation. For water-level effects to nearby well(s), gross pumping is applied as the hydrologic stress, calculated as daily average consumptive use divided by a consumptive-use fraction of 0.75. In the very short run and possibly the short run, this will accurately reflect pumping effects prior to transit of percolation through the vadose zone. In the long run, this simplification will cause the evaluation to over-estimate water-level effects.

Based on historic observation of vegetation growth, the applicant has determined that there will not be irrigation prior to June 1. Though ET_{Idaho} data do show a small amount of net consumptive use of irrigated turf grass prior to June, the analyses use the ET_{Idaho} estimated turf-grass consumptive use from June onward, based on the applicant’s decision for usage of the water right. The June mean “precipitation deficit” is 1.31 mm/day, or 0.13 feet for the 30 days in June. The July mean “precipitation deficit” is 0.21 mm/day, or 0.02 feet for the 31 days in July. The “precipitation deficit” for the balance of the year is negative, indicating that precipitation exceeds evapotranspiration and no irrigation is necessary. The total season consumptive use proposed to be satisfied by irrigation is therefore (0.13 ft plus 0.02 feet) or 0.15 feet. Multiplied by 2.5 acres gives a proposed consumptive use volume of 0.375 acre feet to be supplied by irrigation. Dividing by a consumptive-use fraction of 0.75 for applied irrigation water gives an annual pumping volume of 0.5 acre feet, to be entirely diverted in June and July. This volume over 61 days is equivalent to an average of 0.0042 cfs.

Aquifer Properties

Ten well logs in the vicinity of the “To” location were reviewed, focusing on the newer wells in each Public Land Survey Section. The most probable location of each well was determined from the well-log legal description, the sketch map (if any) in the well log, and 2015 aerial imagery. Topographic-map elevations, driller-reported static water levels, and the topographic-map

indication of a 6,472 lake-surface elevation were used to calculate the difference between potentiometric surface and the lake level. Negative numbers indicate a potentiometric surface below the water level in the lake. Table 1 summarizes the data obtained. Lithology reports have been abbreviated. Most of the logs provided additional detail on the texture and characteristics of each major interval repeated in Table 1. All the logs included some intervals mentioning fractures or broken rock.

Table 1
Summary of Well Log Data

PLS Section and QQ	Owner Name on Log	Potentiometric Surface minus Lake WL (ft)	Abbreviated Lithography (numbers are feet below ground surface)
19 SWSW	Boots Hodges	-57	0-18 overburden 18-223 rhyolite
19 SWSW	Rich Hunt	-64	0-14 topsoil 13-104 rhyolite 104-237 basalt
19 SWSW	Walter Trobee	-87	0-4 dirt 4-245 rhyolite
19 SE SW	Robert Weir	-10	0-13 top soil 12-180 rhyolite
20 SW SE	Matt McClaren	3	0-5 overburden 5-59 clay & sediment 59-240 rhyolite
20 SW SE	Rob Webster	-55	0-2 soil 2-12 clay & broken rock 12-177 tuff
20 SE SE	Kreg Davis	-4	0-4 top soil 4-300 rhyolite
20 SE SE	Steve Lawson	-21	0-3 top soil 2-187 sediments 187-300 basalt
21 SW SW	Farrell Davidson	-30	0-160 clay 160-238 rock and shale
21 SW SW	Lewis Webster	-40	0-9 top soil 9-267 rhyolite 267-270 cinders

The log for the Rob Webster well in the SW of the SE of Section 20 indicated a pumping test of 17 gallons per minute with one foot of drawdown. The Lewis Webster log in the SW of the SW of Section 21 indicated 100 gallons per minute. The Rich Hunt log indicated 50 gallons per minute, with other logs either omitted pumping rate or describing rates in the range of 17 to 20 gallons per minute.

Fetter (1994) provides Equation 1 for estimating approximate aquifer transmissivity from drawdown data:

$$T = 33/6 * (Q / s)^{0.67} \quad (1)$$

T = Aquifer transmissivity, ft²/day
Q = Pumping rate, ft³/day
s = Drawdown, ft

Using 17 gallons per minute (3,273 ft³/day) and one foot of drawdown from the only log that provided both flow rate and unambiguous drawdown data, the calculated transmissivity is 7,609 ft²/day. This is compatible with the Domenico and Schwartz (1998) upper range of hydraulic conductivity for “fractured igneous and metamorphic rocks” of 3×10^{-4} meters per second (85 feet per day) times an assumed active aquifer thickness of 100 feet, or 8,500 ft² per day. The analyses use 7,600 ft² per day.

Storage coefficient was taken as 0.01, compatible with the lower ranges for volcanic materials used in the IDWR groundwater flow model of the Snake plain (2013) and the upper end of the range given by Domenico and Schwartz for “fractured crystalline rocks.”

Results

The Jenkins analysis of a two-month pumping event indicates that approximately 85% of consumptive-use effects will propagate to Henry’s Lake within four months of the start of pumping. An additional seven percent will propagate in the following four months, and two percent more by the end of the first year. The balance will be expressed more than a year after the start of pumping. Using the initial 2.5 acre irrigation proposal, this translates into 0.32 acre feet of effect to Henry’s Lake during June through September of the first year. Small residual effects will be observed through the subsequent eight months, and added to the June to September effects during new pumping each year. If the effects are averaged, per typical practice in Snake Plain groundwater transfer evaluations, the effects will eventually equilibrate to 0.375 acre feet per year, or 0.125 acre feet per trimester on average.

Figure 5 shows the calculated drawdown effects at the nearest target well from two months of pumping, a maximum of 0.018 feet at the end of pumping, and a 0.0007 foot residual one year from the start of the pumping event.

Dyke A. Contor

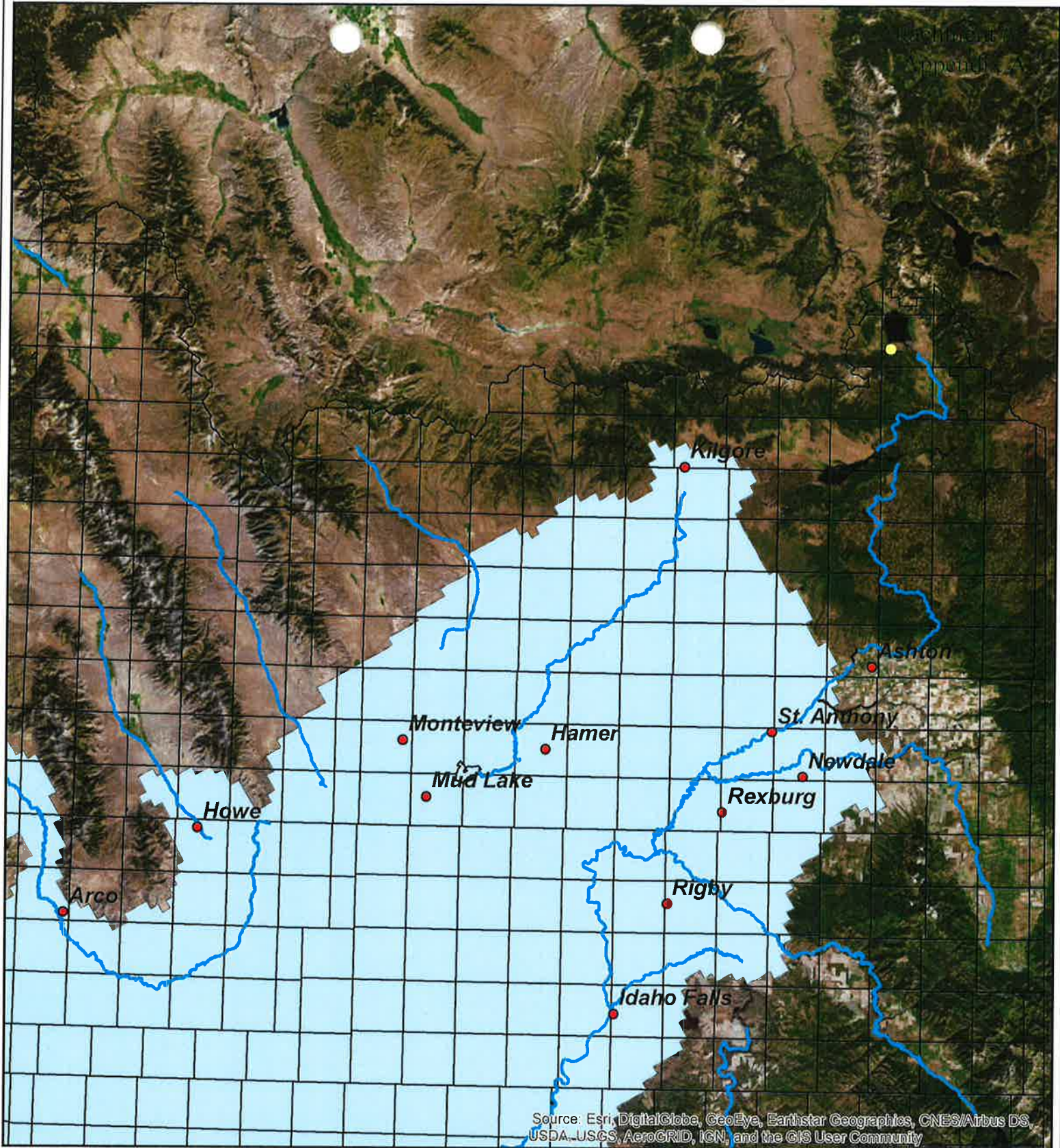
October 27, 2017

Senior Hydrologist

Reviewed by:

References

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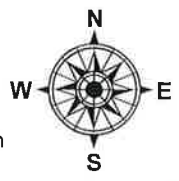
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

0 65,000 130,000 260,000 Feet

ESRI Aerial Photography (date unknown)

Legend

- Cities
- Major Rivers
- Parcel
- Township/Range
- ESPAM2.1 Model Domain



Reach Effects

Figure 1

Location Map

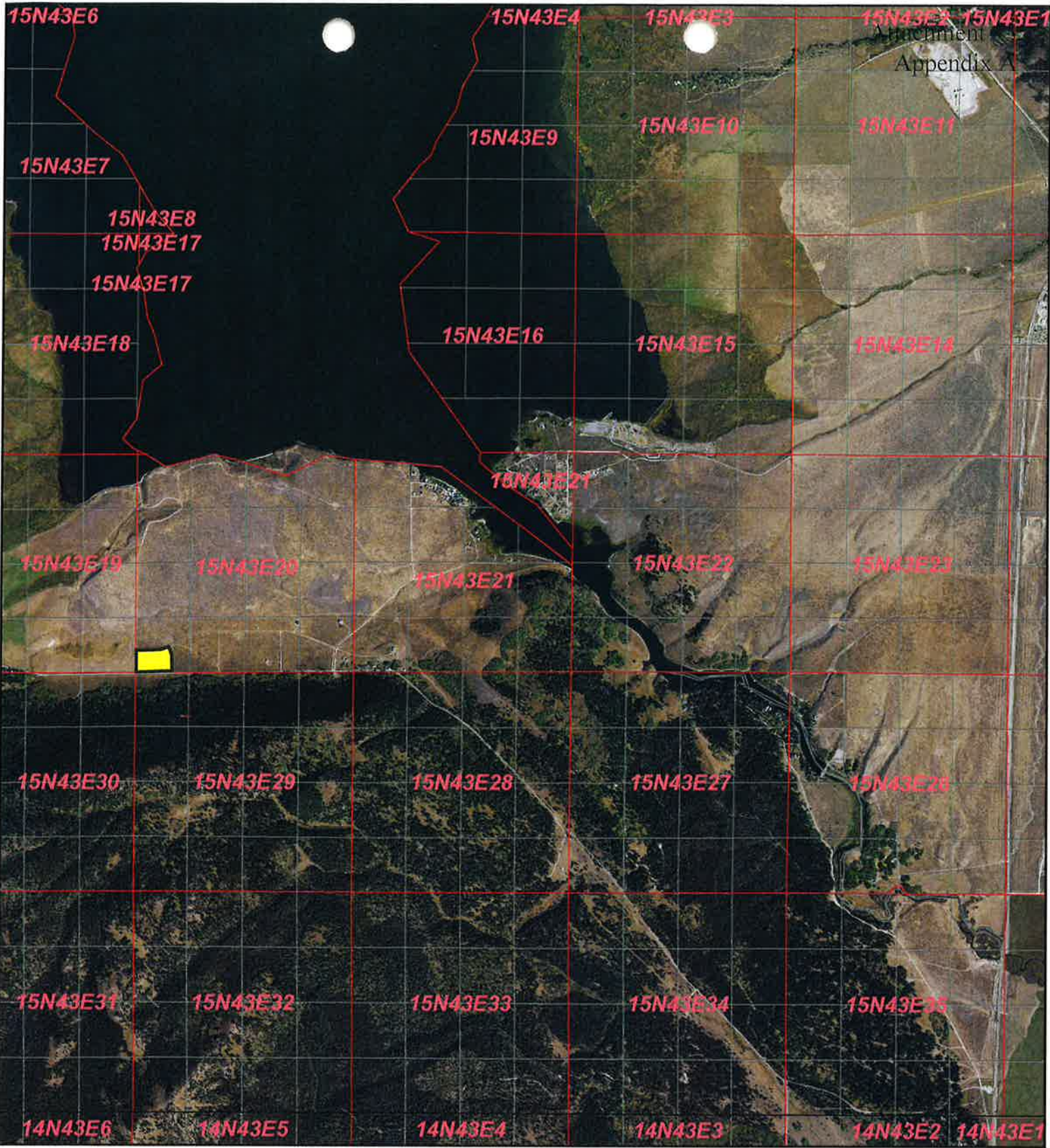
RMEA #17-0094

by: BAC

October 24, 2017



82525



Attachment
Appendix A

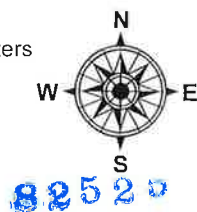
0 2,640 5,280 10,560 Feet

2015 Aerial Photography

Legend

-  Cities
-  Parcel
-  Township/Range
-  PLS Sections

 PLS Quarter-Quarters



Reach Effects Figure 2 Site Map

RMEA #17-0094

by: BAC

October 24, 2017



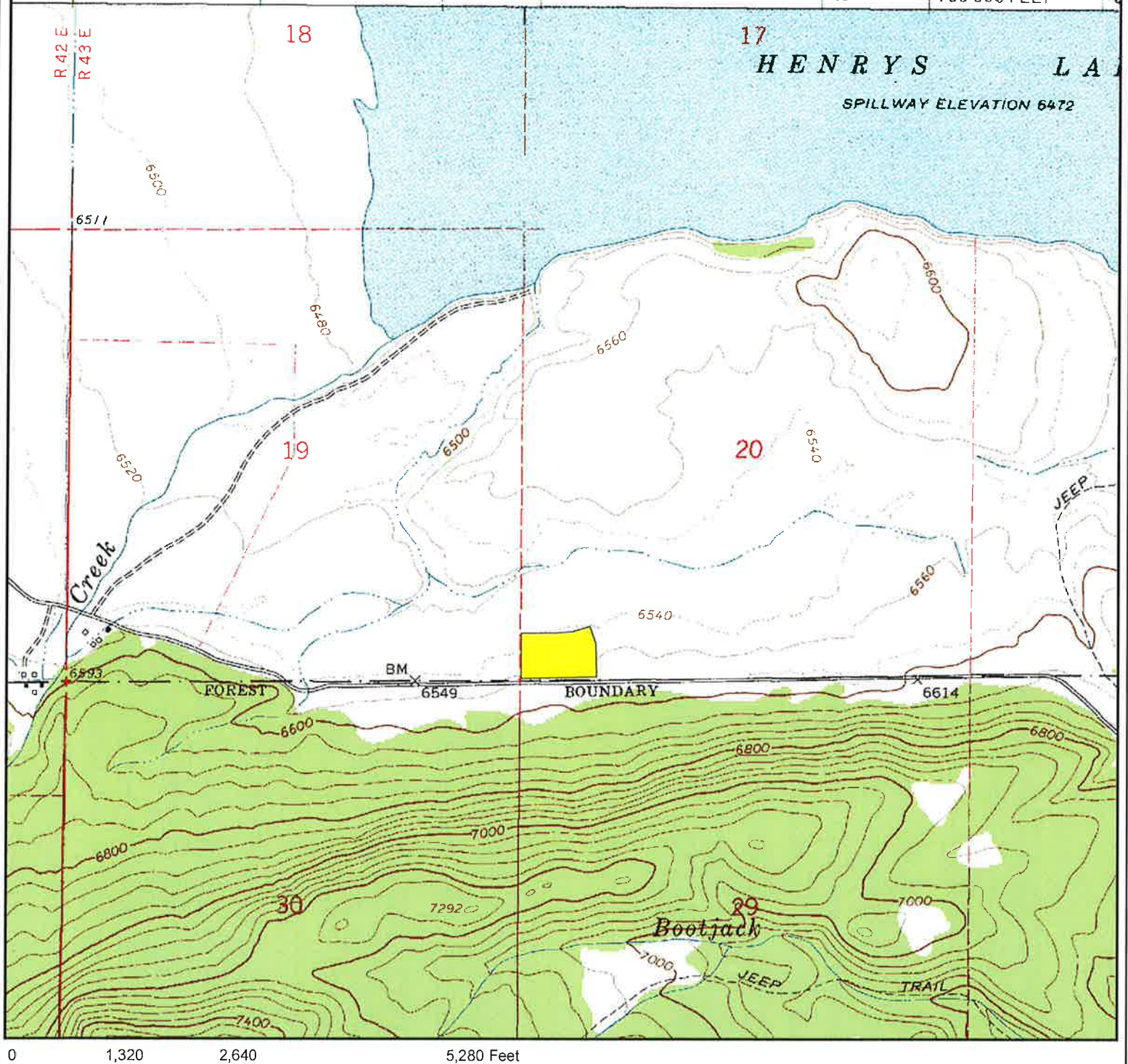
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(GHEE PEAK)

466

25' 467

468

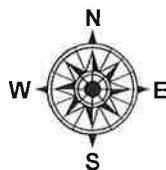
700 000 FEET



0 1,320 2,640 5,280 Feet

Legend

Parcel



82525

**Reach Effects
Figure 3**

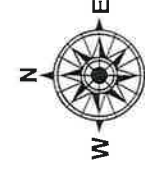
USGS 7.5 minute topographic
quadrangle, Sawtelle Peak,
Idaho-Montana
1964, based on 1959 Image

RMEA #17-0094

by: BAC

October 24, 2017



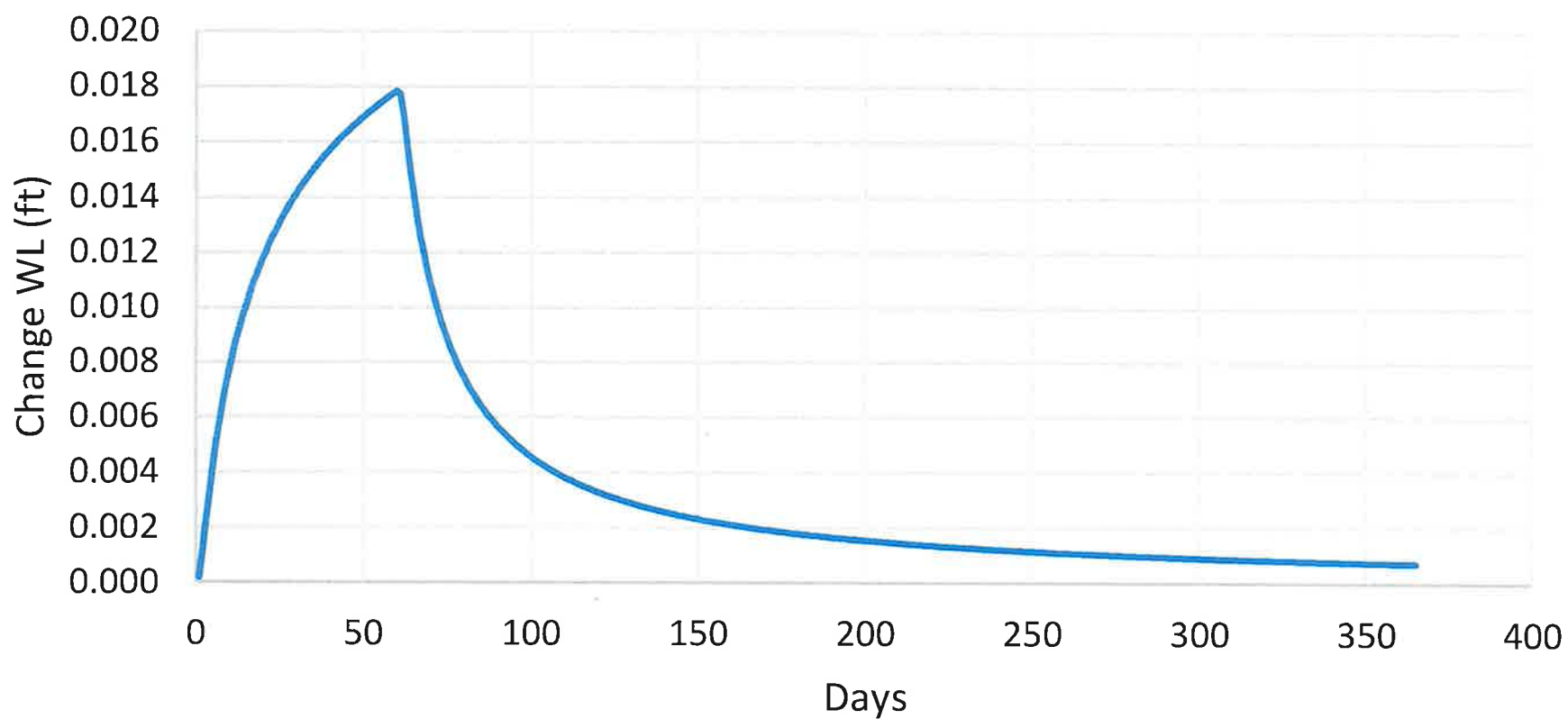


Nearest Target — No Flow
Pump Image — Recharge
Rech. Image
Well

October 24, 2017



Figure 5
Theis Calculation of Drawdown Effects
on Nearest Well

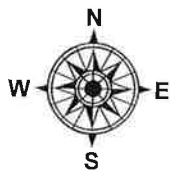




2017 Aerial Photography

Legend

-  POD
-  Proposed POU
-  Redrock Campground
-  Section
-  QQ



82525

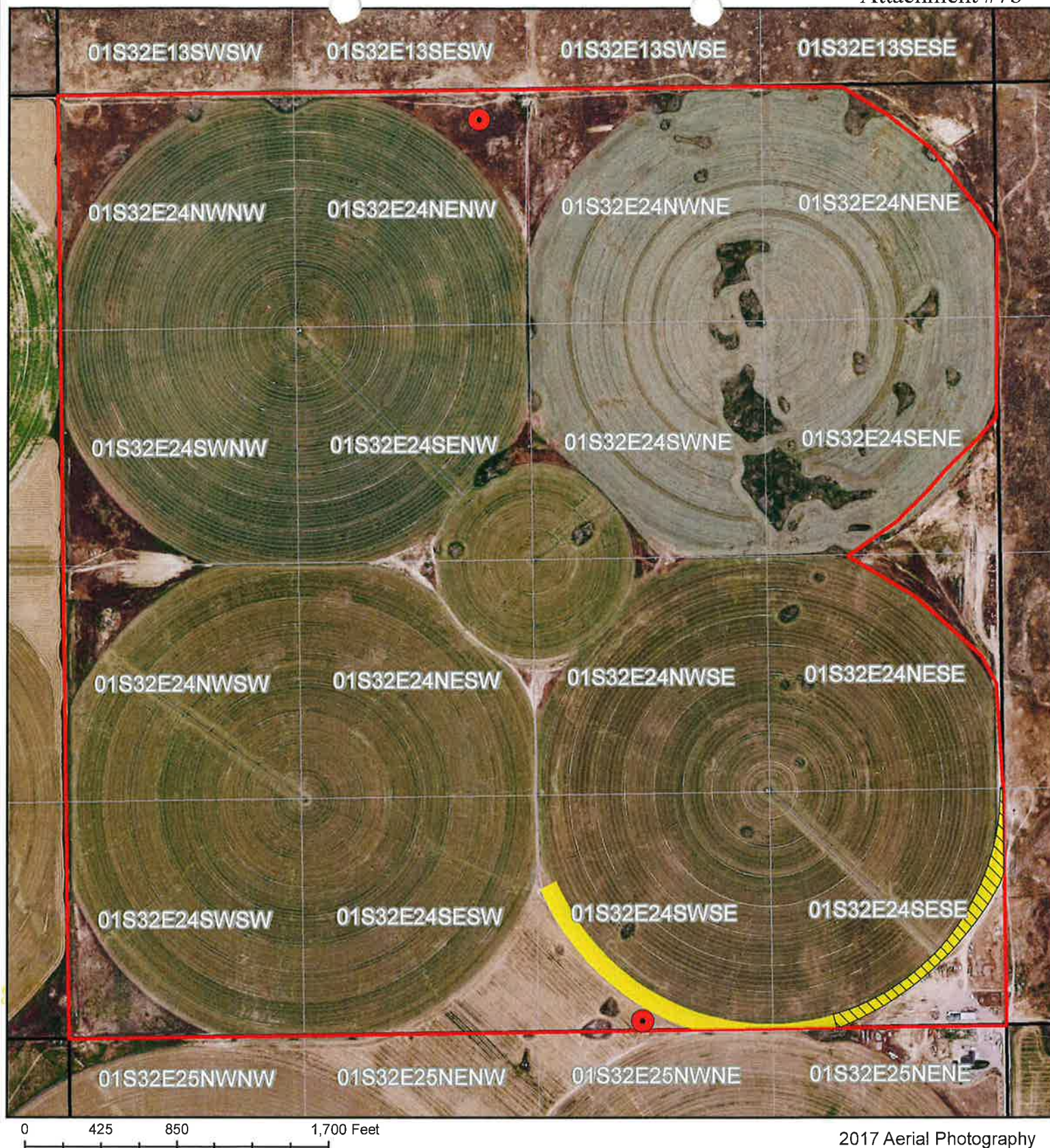
Proposed Place of Use
Shovelback Holdings LLC

RMEA #17-0094

by: KM

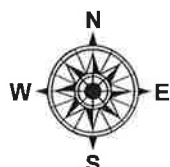
Date: 6/28/2018

**Rocky Mountain**
ENVIRONMENTAL
ASSOCIATES, INC.



Legend

- WRPOD 35-2568
- WRPOU 35-2568
- Transfer Acres
- Section
- Purchased Acres
- QQ



82525

Existing Place of Use

Shovelback Holdings LLC

RMEA #17-0094

by: KM

Date: 6/28/2018



Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.