

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 82423

RECEIVED
MAY 25 2018

Department of Water Resources

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) Gardner Farms

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) Gardner Farms Phone 2087855156Mailing address 589 N 150 W BLACKFOOT, ID 83221 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 North 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

Member D. Case LLC which is Member of Gardner Farms 5-12-18
Print Name and Title if applicable Date


Signature of Applicant or Authorized Representative

Member D. Case LLC is a Member of Gardner Farms 5-12-18
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 _____
- 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**.
 Move a portion of 35-2765 to existing wells and a new POU.

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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	35-2765	0.37/88.0	Irrigation	5/15 to 9/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.75 cfs and/or 1124 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.37 cubic feet per second and/or 88.0 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 #
			NE	SE	26	04S	30E	Bingham	Ground Water	
			SW	SE	35	04S	30E	Bingham	Ground Water	
			SW	NW	36	04S	30E	Bingham	Ground Water	
			SW	SW	36	04S	30E	Bingham	Ground Water	
			SW	SW	01	05S	30E	Bingham	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	
4S	30E	25														22.0			22.0
Total Acres (for irrigation use)																			22.0

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:

Existing well, mainlines and delivery system.

- b. Who owns the property at the point(s) of diversion? Global Ag Properties

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:

Land currently irrigated by 35-2765 will no longer be irrigated.

- 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:

Water Right 35-14002, 35-14004, 35-7246B and 35-8362 currently utilizes the same POD

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

Yes No

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

If yes, describe:

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

Current Water Right No.: 35-2765

Current Owner: UNITED STATES OF AMERICA ACTING THROUGH
JERRILU GARDNER
LANCE I GARDNER
LINDA GARDNER
MARK W GARDNER

Priority Date: 3/9/1965

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

5/15 to 9/15

4.75 CFS

1124 AF

Total Diversion

4.75 CFS

1124 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4SW1/4SW1/4

Sec. 1, Twp 01S, Rge 34E B.M.

BINGHAM County

Place of Use

IRRIGATION Within BINGHAM County

T01S R34E S1		NESW	15.00	T01S R34E S1		NWSW	37.00
T01S R34E S1		SWSW	39.00	T01S R34E S1		SESW	40.00
T01S R34E S2	Lot 1	NENE	3.00	T01S R34E S2	Lot 2	NWNE	6.00
T01S R34E S2		NESE	34.00	T01S R34E S2		NWSE	39.00
T01S R34E S2		SWSE	29.00	T01S R34E S2		SESE	39.00

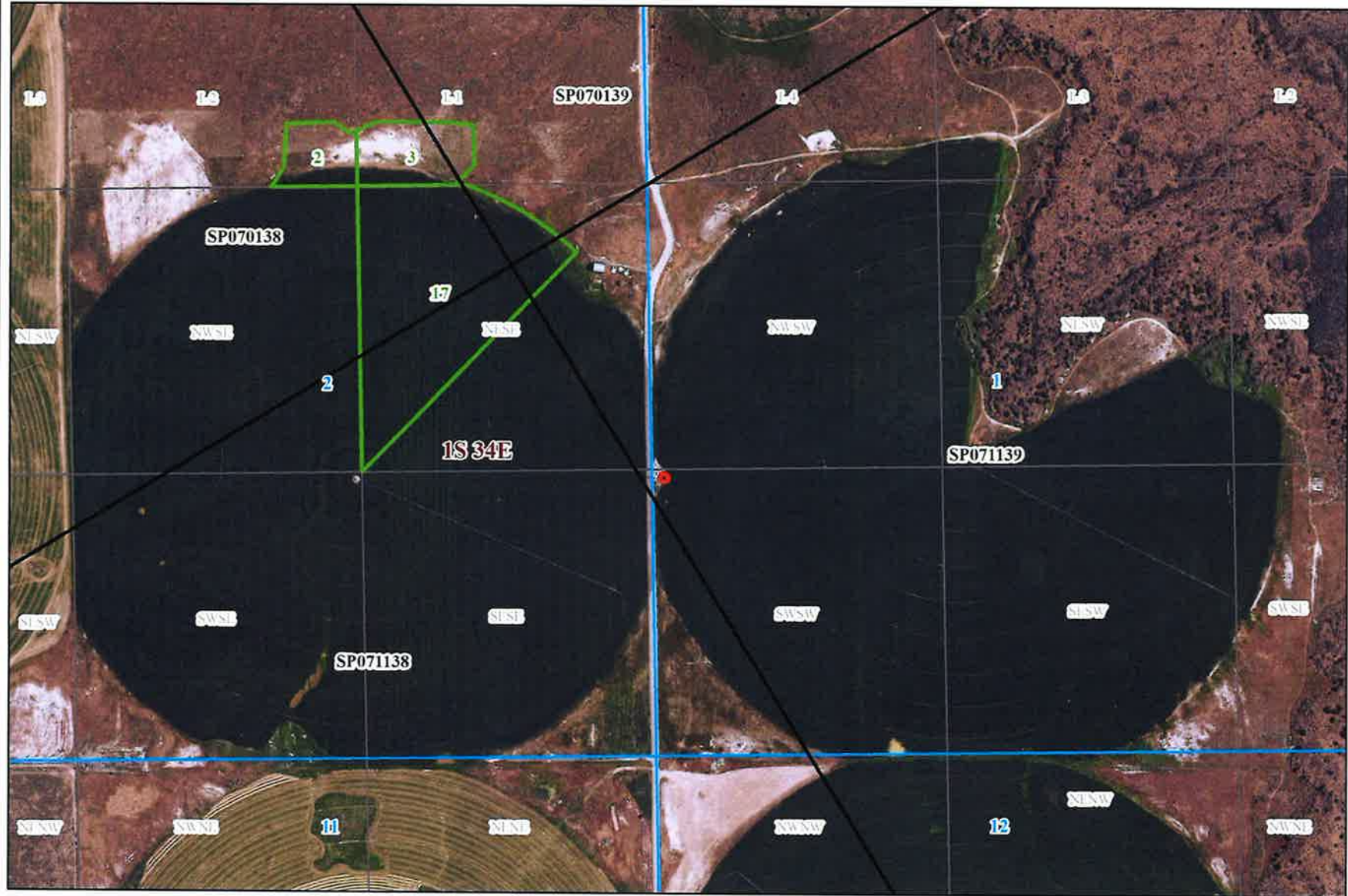
Total Acres: 281

Page _____ of _____

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION 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.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MAY 15 AND AFTER SEPTEMBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Decreed Date: 3/6/2002



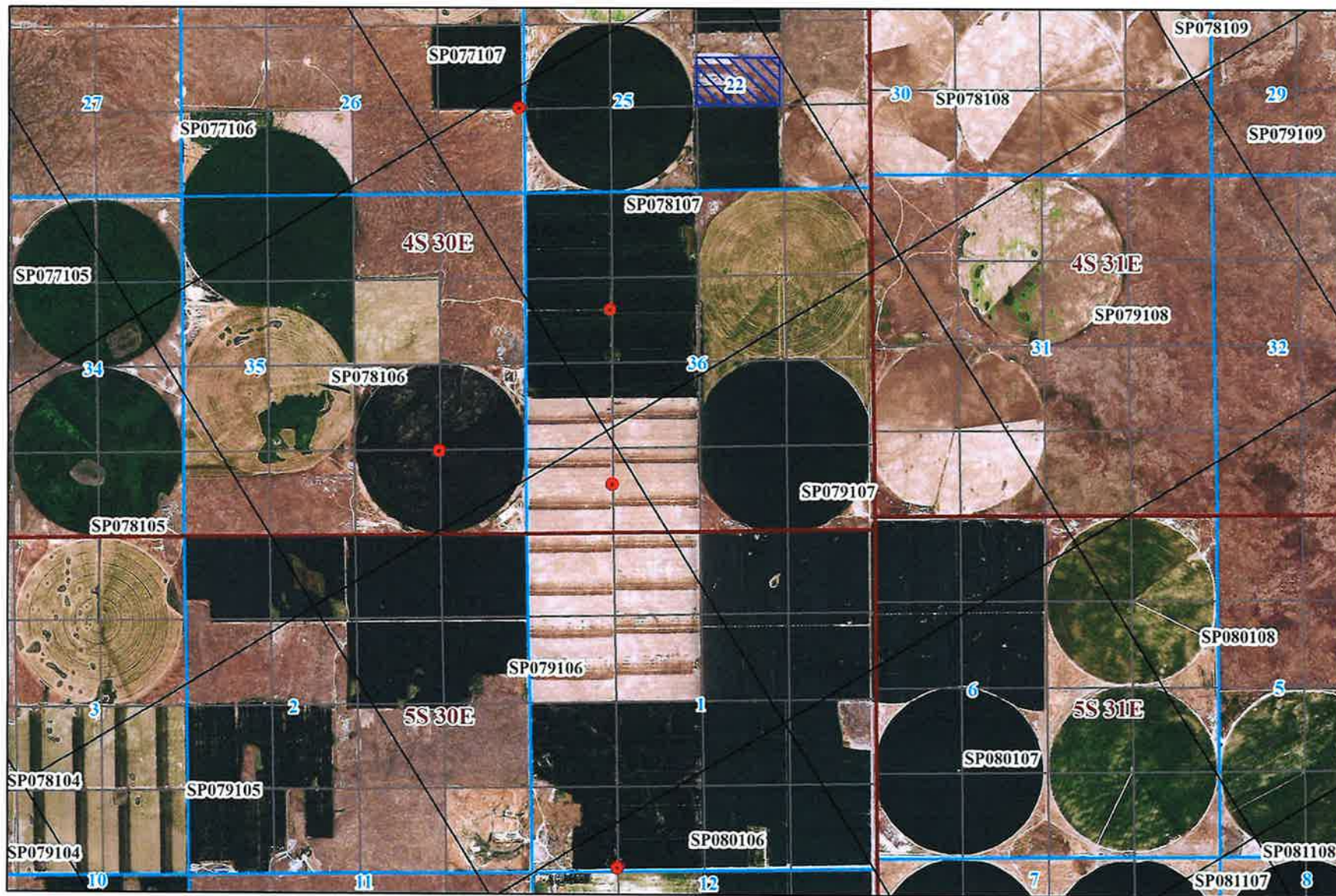
0 250 500 1,000 Feet

WESTCHESTER - PEP FARM
IRRIGATION TRANSFER FROM ACRES
NAIP 2017 AERIAL

Legend

- WR_PODS
- modelgnd_trimmed
- 22.0





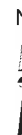
0 625 1,250 2,500 Feet

WESTCHESTER - PEP FARM

Water Right Transfer
NAIP 2017 AERIAL

Legend

- modelgrid_trimmed
- Transfer Acres
- WR_PODS



Trimester 1 2 Trimester(s)
Annual A-F/T:

Total Reach Depletion Impacts

AFT:	0.0	-0.2	-0.5	-0.78	0.1	0.4	0.5	0.2	0.1	0.1	0.0
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One-Way Analysis of Independent Transfers

Transfer 1 : 22 Acre Transfer

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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Transfer 1: Proposed Steady State Impacts following Transfer

Transfer: Worst Case Transient State Impacts following Transfer

22 Acre Transfer				100.0%	Pre-SS	88.0 AFA	22.0 Acres							
				100.0%	Post-SS	88.0 AFA	22.0 Acres							
				Impact by Reach (AF/Trimester)										
ity	POD	Dedicated Vol.	Model	Ashton to	Heise to	Shelley to	Nr Bickft To	Neeley to	Dev. Wbl. To	Buhl to	1000 Spr	1000 Spr to	Malad	Malad to
a	Location	AFA/ AFT	Node	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	1000 Spr		Malad		Bancroft
Following Transfer														
				Pre-SS	0.53	1.62	4.71	14.14	0.08	0.26	0.30	0.13	0.08	0.08
				Post-SS	0.46	1.38	4.21	13.36	0.23	0.67	0.77	0.34	0.21	0.20
ts following Transfer														
				Pre-TS	0.53	1.62	4.71	14.14	0.08	0.26	0.30	0.13	0.08	0.08
				Post-TS	0.52	1.44	4.21	13.36	0.23	0.67	0.77	0.34	0.21	0.20
Steady State Analysis														
Mitigation Check 1 - >10% of Historical:				-14%	-15%	-11%	-6%	180.4%	158.7%	158.7%	158.7%	158.7%	159%	159%
Mitigation Check 2: > 2 AF/T:				-0.1	-0.2	-0.5	-0.8	0.15	0.41	0.47	0.21	0.13	0.12	0.0
Mitigation Check 3 - >10% of Total:				2.1%	6.3%	19.3%	61.2%	1.1%	3.1%	3.5%	1.6%	1.0%	0.9%	0.1%
Mitigation Required?:				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):				-0.07	-0.24	-0.50	-0.78	0.15	0.41	0.47	0.21	0.13	0.12	0.01
Transient State Analysis														
Mitigation Check 1 - >10% of Historical:				-3.4%	-10.8%	-10.6%	-5.5%	180.4%	158.7%	158.7%	158.7%	158.7%	158.7%	158.7%
Mitigation Check 2: > 2 AF/T:				0.0	-0.2	-0.5	-0.8	0.15	0.41	0.47	0.21	0.1	0.1	0.0
Mitigation Required?:				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):				-0.02	-0.17	-0.50	-0.78	0.15	0.41	0.47	0.21	0.13	0.12	0.01
				0.0%	0.0%	0.0%	0.0%	0.0 AFA	0.0 Acres	0.0 Acres	0.0 Acres	0.0 Acres	0.0 Acres	0.0 Acres

Read Me

Transfer 2 :

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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Transfer: Proposed Steady State Impacts following Transfer

Transfer 1: Worst Case Transient State Impacts following Transfer

		0.0%		Pre-SS	0.0 AFA	0.0 Acres	0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres	
		0.0%		Post-SS	0.0 AFA	0.0 Acres	0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres		0.0 Acres	
		Impact by Reach (AF/Trimester)																		
Priority	POD	Dedicated Vol.	Model	Ashton to	Heise to	Shelley to	Nr Bickft To	Neeley to	Dev. Wbl. To	Buhl to	1000 Spr	1000 Spr to	Malad	Malad to						
Rate	Location	AFA/ AFT	Node	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	1000 Spr	1000 Spr	Malad	Bancroft							
Following Transfer																				
				Pre-SS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
				Post-SS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Impacts following Transfer																				
				Pre-TS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
				Post-TS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Steady State Analysis																				
Mitigation Check 1 - >10% of Historical:				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
Mitigation Check 2: > 2 AF/T:				0.0	0.0	0.0	0.0	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0					
Mitigation Check 3 - >10% of Total:				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
Mitigation Required?:				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO					
Mitigation Vol. Req'd (ac-ft):				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					
Transient State Analysis																				
Mitigation Check 1 - >10% of Historical:				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
Mitigation Check 2: > 2 AF/T:				0.0	0.0	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0					
Mitigation Required?:				NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO					
Mitigation Vol. Req'd (ac-ft):				0.0	0.0	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.0	0.0					

82423

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

YEAR

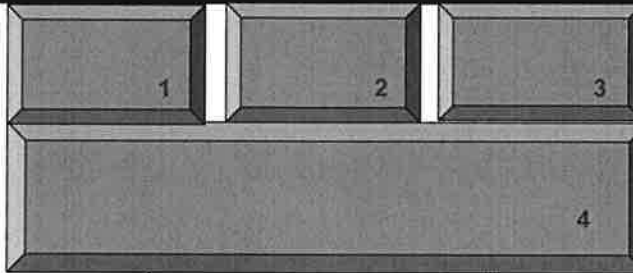
1950

TRANSFER NO:

SEASON

SPRING

TRANSFER NAME:



ENTER CELL LOCATIONS:

	TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	78	71		
COLUMN	107	139		

22	66.0

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 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0

SPR 2014	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SUM 2014	0.0	22.0	22.0	0.0	0.0	0.0	0.0
WIN 2014	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SPR 2015	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SUM 2015	0.0	22.0	22.0	0.0	0.0	0.0	0.0
WIN 2015	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SPR 2016	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SUM 2016	0.0	22.0	22.0	0.0	0.0	0.0	0.0
WIN 2016	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SPR 2017	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SUM 2017	0.0	22.0	22.0	0.0	0.0	0.0	0.0
WIN 2017	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SPR 2018	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SUM 2018	0.0	22.0	22.0	0.0	0.0	0.0	0.0
WIN 2018	0.0	22.0	22.0	0.0	0.0	0.0	0.0
SPR 2019	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2019	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2019	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2020	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2020	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2020	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2021	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2021	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2021	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2022	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2022	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2022	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2023	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2023	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2023	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2024	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2024	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2024	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2025	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2025	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2025	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2026	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2026	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2026	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2027	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2027	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2027	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2028	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2028	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2028	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2029	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2029	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2029	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2030	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2030	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2030	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2031	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2031	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2031	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2032	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2032	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2032	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2033	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2033	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2033	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2034	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2034	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2034	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2035	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2035	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2035	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2036	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2036	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2036	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2037	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2037	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2037	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2038	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2038	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2038	22.0	0.0	22.0	0.0	0.0	0.0	0.0

SPR 2089	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2089	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2089	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2090	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2090	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2090	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2091	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2091	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2091	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2092	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2092	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2092	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2093	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2093	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2093	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2094	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2094	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2094	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2095	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2095	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2095	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2096	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2096	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2096	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2097	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2097	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2097	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2098	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2098	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2098	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SPR 2099	22.0	0.0	22.0	0.0	0.0	0.0	0.0
SUM 2099	22.0	0.0	22.0	0.0	0.0	0.0	0.0
WIN 2099	22.0	0.0	22.0	0.0	0.0	0.0	0.0

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Water Right Purchase and Sale Agreement ("Agreement") is entered into between **Gardner Farms**, an Idaho partnership, whose address is 578 N. 100 W., Blackfoot, Idaho 83221, or assigns ("Seller"), and **Global Ag Properties II USA LLC**, a Delaware limited liability company, whose address is 2004 Fox Drive Suite L, Champaign, Illinois 61820 ("Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties". This Agreement shall be effective upon signing by both Seller and Buyer, as evidenced by the dates next to their signatures, whichever is later (the "Effective Date").

RECITALS

A. Seller owns Idaho water right no. 35-2765 (the "Water Right") which authorizes the diversion of groundwater for irrigation purposes as more fully described in the Idaho Department of Water Resources ("IDWR" or "Department") water right report attached hereto as **Exhibit 1**.

B. Seller desires to sell, and Buyer desires to purchase, a 225 acre portion of the Water Right (the "Water Right Portion") pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the terms, representations, warranties, and conditions set forth herein, the Parties, intending to be legally bound, agree as follows:

- 1. Sale of Water Right Portion.** Seller agrees to sell the Water Right Portion to Buyer, and Buyer agrees to purchase the Water Right Portion from Seller, upon the terms and conditions set forth in this Agreement. The Water Right Portion shall be sold to Buyer free and clear of all liens, claims or encumbrances
- 2. Property Retained.** No land, easements, or other property interests, other than the Water Right Portion, will be conveyed from Seller to Buyer under this Agreement.
- 3. Purchase Price.** The purchase price for the Water Right Portion is [REDACTED] ("Purchase Price").
- 4. Earnest Money.** Within three (3) business days after the Effective Date, Seller shall deposit [REDACTED] (the "Earnest Money") into an escrow account with Alliance Title Co. of Idaho Falls (the "Escrow"). The Earnest Money shall be credited toward the Purchase Price at Closing.
- 5. Transfer Application.** Within 14 days after the Effective Date, Buyer will file with IDWR an *Application for Transfer of Water Right* ("Transfer") to move the Water Right Portion from its current place of use to Buyer's intended place of use. Seller intends to utilize the Water Right Portion during the 2018 irrigation season; therefore, Buyer will notify IDWR that the Transfer shall not take effect prior to the end of the 2018 irrigation season. The Parties will cooperate in obtaining IDWR approval of the Transfer. Buyer will be responsible for all costs to prepare, file, and obtain approval of the Transfer. In the event this Agreement is terminated pursuant to section 6 of this Agreement, Buyer shall

at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Water Right Portion to the condition it existed on the Effective Date.

- 5.1** The Water Right presently authorizes the irrigation of 281 acres. Upon the transfer of 225 acres to Buyer, 56 acres shall remain appurtenant to Seller's current place of use. Attached hereto as **Exhibit 2** is a map depicting the 56 acres to be retained by Seller. Should IDWR determine that any portion of the Water Right has been forfeited for non-use, such portion will be deducted from the 56 acres retained by Seller, subject to section 6.2(c) of this Agreement.

6. Contingencies.

- 6.1** Buyer's obligation to close the transaction set forth in this Agreement is subject to the following contingencies:

- (a) If the Transfer is not approved by IDWR by December 31, 2018, this Agreement shall automatically terminate as of that date.
- (b) If the Transfer is approved by IDWR by December 31, 2018, but with conditions that Buyer reasonably determines devalues the Water Right Portion for Buyer's intended use, then Buyer may terminate this Agreement within seven (7) days after the date of the IDWR approval notice by providing written notice of termination to Seller. If Buyer does not exercise this termination right then Buyer will be deemed to waive this contingency.
- (c) If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within ninety (90) days after the protest is filed with IDWR by providing a written termination notice to Seller. If Buyer does not exercise this terminate right then Buyer will be deemed to waive this contingency.
- (d) If Seller is unable, after good faith effort, to remove all liens, claims and encumbrances against the Water Right Portion by Closing.

If this Agreement is terminated under this Section 6.1, the Earnest Money shall be refunded to Buyer and Buyer shall take all commercially reasonable actions required to rescind the Transfer in order to return the Water Right Portion to the condition it existed on the Effective Date. If IDWR approves the Transfer and Seller does not exercise its termination right under section 6.1(b) of this Agreement, the Earnest Money shall thereafter be non-refundable unless Seller defaults in its obligations under this Agreement.

- 6.2** Seller's obligation to close the transaction set forth in this Agreement is subject to the following contingencies:

- (a) Buyer filing of the Transfer with IDWR within fourteen (14) days after the Effective Date.
- (b) IDWR approval of the Transfer by December 31, 2018.
- (c) If IDWR determines, in connection with the Transfer, that more than five (5) acres of the Water Right has been forfeited for non-use, Seller may terminate this Agreement.

- (d) If Seller is unable, after good faith effort, to remove all liens, claims and encumbrances against the Water Right Portion by Closing.

If any of the above contingencies is not satisfied, Seller shall have the right to terminate this Agreement by providing written notice to Buyer within thirty (30) days after Buyer receives notice of the termination event, in which case all Earnest Money shall promptly be returned to Buyer and Buyer shall take all commercially reasonable actions required to rescind the Transfer and return the Water Right Portion to the condition it existed on the Effective Date. Buyer authorizes Seller to take all actions required to rescind the Transfer and return the Water Right Portion to the condition it existed on the Effective Date and Buyer agrees to fully cooperate with Seller to effectively rescind the Transfer.

7. Closing.

- 7.1 Closing Date.** The transaction set forth in this Agreement shall close (the "Closing") fourteen (14) days after the later to occur of: (a) Seller ceases irrigation for the 2018 irrigation season, or (b) IDWR approves the Transfer.
- 7.2 Closing Location.** The Closing shall occur at the offices of Alliance Title Co. ("Escrow Agent") in Idaho Falls, Idaho, or at another location mutually agreed by the Parties.
- 7.3 Documents to be Delivered at Closing.** At Closing, Buyer and Seller shall take such action and execute and deliver such instruments, documents, or other authorizations as are needed to close the transaction, including but not limited to the following:
- (a) Seller shall deliver to the Escrow Agent:
 - (i) A Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3**; and
 - (ii) any lien release or other documents reasonably required by Buyer to confirm the conveyance of the Water Right Portion free and clear of liens, claims or encumbrances.
 - (iii) Closing instructions to the Escrow Agent in accordance with this Agreement.
 - (b) Buyer shall deposit the balance of the Purchase Price and Buyer's share of closing costs in escrow with the Escrow Agent in immediately available funds together with closing instructions to the Escrow Agent in accordance with this Agreement.

At the Closing, the Escrow Agent shall record the Deed and all documents required to release any lien, claim or encumbrance from the Water Right Portion and after deduction of Seller's share of closing costs, and shall remit the Purchase Price to Seller.

- 7.4 Fees and Costs of Closing.** The cost of recording the Deed shall be paid by Buyer. The cost of obtaining and recording all documents necessary to release any lien, claim or encumbrance from the Water Right Portion shall be paid by Seller. The fees of the Escrow Agent shall be paid equally by Seller and Buyer.

8. Defaults; Remedies.

8.1 If Seller fails, without legal excuse, to convey the Water Right Portion to Buyer as and when required under this Agreement, Buyer may, at Buyer's sole option, either:

- (a) terminate this Agreement by written notice delivered to Seller and Escrow Agent on or before the Closing, whereupon the Earnest Money shall be returned to Buyer and Buyer shall take such commercially reasonable actions as may be required to rescind the Transfer and return the Water Right Portion to the condition it existed on the Effective Date. Buyer authorizes Seller to take all actions required to rescind the Transfer and return the Water Right Portion to the condition it existed on the Effective Date and Buyer agrees to fully cooperate with Seller to effectively rescind the Transfer. The Parties shall thereafter have no further liabilities or obligations one to the other hereunder (except for those liabilities and obligations that are expressly stated herein as surviving the termination of this Agreement); or
- (b) enforce specific performance of this Agreement against Seller; provided, however, that Buyer must bring any such action for specific performance against Seller within three (3) months of the date of Seller's default.

8.2 If Buyer, without legal excuse, fails to purchase the Water Right Portion from Seller as and when required under this Agreement, Seller, as its sole and exclusive remedy, may terminate this Agreement by written notice delivered to Buyer and Escrow Agent on or before the Closing, whereupon the Escrow Agent shall promptly deliver the Earnest Money to Seller as liquidated damages for Buyer's default. In that event, Buyer authorizes Seller to take all actions required to rescind the Transfer and return the Water Right Portion to the condition it existed on the Effective Date and Buyer agrees to fully cooperate with Seller to effectively rescind the Transfer. The Parties shall thereafter have no further liabilities or obligations one to the other hereunder (except for those liabilities and obligations that are expressly stated herein as surviving the termination of this Agreement).

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:

- 9.1 **Authority.** Seller has the full legal right, power and authority to enter into and perform this Agreement, has good and marketable title to the Water Right Portion in fee simple, and Seller (at its expense) shall remove or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right Portion on or before Closing.
- 9.2 **Conveyance.** Seller shall convey the Water Right Portion 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** or may be imposed by IDWR or any ground water district or other entity to which the Water Right Portion is subject.
- 9.3 **Appurtenance.** The Water Right Portion 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.

9.4 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 as follows:

10.1 Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

10.2 Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right Portion, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right Portion 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.

12.1 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.

12.2 Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, or by overnight courier, or by email, provided that any email notice of default or termination must be followed on the next business day by overnight courier, to the following:

If to Seller:

Gardner Farms
c/o David Cooper
578 N. 100 W.
Blackfoot, Idaho 83221
Email address: davidbcoop@gmail.com

With copy to:

T.J. Budge
Racine Olson Nye & Budge, Chartered
201 E. Center St.; P.O. Box 1391
Pocatello, Idaho 83204

Email: tjb@racinelaw.net

If to Buyer:

Global Ag Properties II, LLC
Attn: Duane Nelson
2004 Fox Drive Suite L
Champaign, Illinois 61820
Email: dnelson@wgimglobal.com

With copy to:

Pepple Cantu Schmidt PLLC
1000 Second Avenue, Suite 2950
Seattle, WA 98104
Attn: Daniel Pepple
Email: dpepple@pcslegal.com

Notices personally delivered shall be deemed delivered as of the date of receipt. Notices delivered by U.S. mail shall be deemed delivered five (5) days after the notice is deposited with the U.S. Postal Service. Notices delivered by nationally-recognized reputable overnight courier will be deemed delivered as of the next business day after the notice is deposited with the nationally recognized reputable overnight courier for delivery to occur the next day. Notice delivered by email shall be deemed delivered upon receipt thereof by the receiving party, provided notice by overnight courier is delivered the next business day if required. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, five (5) days prior to the effective date of such change.

12.3 Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right Portion. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

12.4 Broker.

(a) Seller and Buyer warrant, each to the other, that they have not dealt with any broker, realtor or finder in connection with this Agreement, other than Seller's engagement of Richard Brown of Silvercreek Realty Group (the "Broker").

(b) Upon Closing, Seller shall pay a brokerage commission to Broker by separate agreement.

12.5 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.
- 12.10 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.
- 12.11 Essence of Time.** Time is of the essence in this Agreement.

[End of Agreement; Signatures Below]

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

"SELLER"

Gardner Farms
An Idaho General Partnership

By: D. Cooper, LLC, an Idaho limited liability company, General Partner

By:



David Cooper, Member

"BUYER"

GLOBAL AG PROPERTIES II USA LLC,
a Delaware limited liability company

By: Westchester Group Investment Management, Inc.,
its Property Manager

By: _____

Name: _____

Title: _____

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

"SELLER"

Gardner Farms
An Idaho General Partnership

By: D. Cooper, LLC, an Idaho limited liability company, General Partner

By: _____
David Cooper, Member

"BUYER"

GLOBAL AG PROPERTIES II USA LLC,
a Delaware limited liability company

By: Westchester Group Investment Management, Inc.,
its Property Manager

By: Duane Nelson
Name: Duane Nelson
Title: EVP

Date of Signature: April 23, 2018

Exhibit 1
(Water Right Report)

Exhibit 2
(Map of 56 Acres Retained by Seller)

Exhibit 3
(Form of the Deed)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Gardner Farms, an Idaho Partnership, whose address is 578 N. 100 W., Blackfoot, Idaho 83221 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Global Ag Properties II USA LLC**, a Delaware limited liability company, whose address is 2004 Fox Drive Suite L, Champaign, Illinois 61820 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in a 225 acre / ____ cfs / ____ acre-feet portion of Idaho water right no. 35-2765 (the "Water Right") as described in Exhibit A attached hereto.

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____.

Gardner Farms Partnership

By: _____
David Cooper, Partner

STATE OF IDAHO)
) ss.

County of _____)

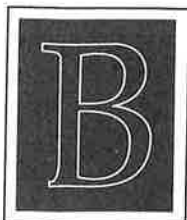
On this _____ day of _____, 2018, before me, a Notary Public for said County and State, personally appeared **David Cooper**, known or identified to me, to be a partner of Gardner Farms Partnership, an Idaho partnership, and the partner who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My commission expires: _____



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

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

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

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED

MAY 23 2018

Department of Water Resources
Eastern Region

May 21, 2018

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

Re: Global Ag Properties

Dear Mr. Cefalo:

Global Ag Properties own the farms known as the PEP Farm near Aberdeen and American Falls, Idaho. The previous owners of the PEP Farm have rented water from the Idaho Water Supply Bank to cover several pivots and smaller fields. The three attached transfers are proposing to permanently move irrigation water to these locations.

The first transfer is for 184.0 acres of primary irrigation water from water right 35-2765. A transfer processing fee of \$740.00 will be paid to IDWR. ESPA model analysis indicates that no mitigation is required for this transfer based on the 2 Part Test Caveat.

The second transfer is for 22.0 acres of primary irrigation water from water right 35-2765. A transfer processing fee of \$500.00 will be paid to IDWR. ESPA model analysis indicates that no mitigation is required for this transfer.

The third transfer is for 19.0 acres of primary irrigation water from water right 35-2765. A transfer processing fee of \$500.00 will be paid to IDWR. ESPA model analysis indicates that no mitigation is required for this transfer.

The ownership of 35-2765 has recently been updated to reflect that Gardner Farms is the current owner of this water right.

Please copy our office on all correspondence regarding these applications.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Skye Root, Richard Brown

Enc: Transfer Applications, ESPA Model Analysis, Check # 14709 for \$1740.00