

RECEIVED

MAY 21 2018

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

Transfer No. 82383

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) LAURA WIDMER

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 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: WATER RIGHTS ALLOCATION AGREEMENT

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) LAURA WIDMER Phone 208-847-2166
Mailing address BOX 64, GENEVA, IDAHO 83238 Email geneva83238@gmail.com

- ☐ 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**.

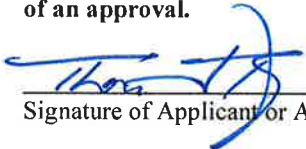
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative THOMAS J. BUDGE Phone 208-232-6101
Mailing address P. O. BOX 1391, POCATELLO, IDAHO 83204-1391 Email tjb@racinelaw.net

- ☒ 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

THOMAS J. BUDGE, ATTORNEY
Print Name and Title if applicable

5-16-18
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.
CHANGE PORTIONS OF WATER RIGHTS 11-119 AND 11-120 TO CORRECT ERROR IN THOMAS FORK
DECREE

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 ☐ ☒	11-119	0.14	irrigation	_____ to _____	Thomas Fork/Bear River
☐ ☒	11-120	0.56	irrigation	_____ to _____	Thomas Fork/Bear River
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____

Total authorized under rights 1.6 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.7 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 #
x			SW	NE	34	12S	46E	Bear Lake	Thomas Fork	3x (see map)
x			NW	SE	34	12S	46E	Bear Lake	Thomas Fork	2x (see map)
x										

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	
12S	46E	34		22.6	33.8											13.6			70
Total Acres (for irrigation use)																			70

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:

PORTABLE PUMP

- 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: _____

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:
CURRENT PLACE OF USE WILL NOT BE IRRIGATED. TRANSFER RECOGNIZES THE TRUE PLACE OF USE OWNED BY SAMUEL WIDMER AT THE TIME OF THE THOMAS FORK DECREE

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
NONE

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

Yes No

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

If yes, describe:

NON-IRRIGATION OCCURRED DUE TO ERROR IN THOMAS FORK DECREE AND DISPUTE WITH
WIDMER RANCH LLC OVER OWNERSHIP. DISPUTE RESOLVED BY WATER RIGHTS ALLOCATION
AGREEMENT

Page _____ of _____

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

Current Water Right No.: 11-119

Current Owner: SAMUEL WIDMER
Priority Date: 6/15/1885
Origin: Water Right
Status: Active
Basis: Decreed

Source

THOMAS FORK

Tributary

BEAR RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Total Diversion

Diversion Rate

0.8 CFS

0.8 CFS

Annual Volume

Location of Point(s) of Diversion

THOMAS FORK

County

Sec. , Twp , Rge B.M.

Place of Use

IRRIGATION Within BEAR LAKE County

T12S R46E S3

NWNE

T12S R46E S3

SWNE

T12S R46E S3

NESW

T12S R46E S3

NWSE

82383

Page _____ of _____

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

Current Water Right No.: 11-120

Current Owner: SAMUEL WIDMER

Priority Date: 9/15/1894

Origin: Water Right

Status: Active

Basis: Decreed

Source

THOMAS FORK

Tributary

BEAR RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Total Diversion

Diversion Rate

0.8 CFS

0.8 CFS

Annual Volume

Location of Point(s) of Diversion

THOMAS FORK

County

Sec. , Twp , Rge B.M.

Place of Use

IRRIGATION Within BEAR LAKE County

T12S R46E S3

NWNE

T12S R46E S3

SWNE

T12S R46E S3

NESW

T12S R46E S3

NWSE

82383

A. DESCRIPTION OF RIGHT(S) AS RECORDED

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

- Right Number: 11-119

- [illegible]

- [illegible]

70

**PERSONAL REPRESENTATIVES DEED
(CORRECTED)**

Laura M. Widmer, Personal Representative of the Estate of Ray L. Widmer, Jr., acknowledged by certified Letter attached hereto, Grantor, for ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, transfer and convey all interest of Ray L. Widmer, Jr., deceased, to Laura M. Widmer, Grantee, P.O. Box 64, Geneva, Idaho 83238, the following described real property in Bear Lake County, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Commencing at the Northwest Corner of NW1/4NE1/4, Sec 34, T12S R46E, Boise Meridian, thence South along center Section Line 712 ft. for the TRUE POINT OF BEGINNING, thence East 180 ft.; thence South 218 ft.; thence Southwesterly along a ditch to a point which is 275 ft. South and 112 ft. East of the Point of Beginning; thence West 112 ft.; thence North 275 ft. along center Section Line to the Point of Beginning, all in Bear Lake County, Idaho;

ALSO,

2 The North 528 ft. of the NW1/4SE1/4, Sec. 34;

ALSO,

3 SW1/4NE1/4; NE1/4SW1/4, Sec. 34;

ALSO,

4 NW1/4NE1/4; EXCEPT THEREFROM: Beginning at the Northwest Corner of the NE 1/4 of said Section 34, and running thence East 214.5 feet; thence South 208.7 feet; thence West 214.5 feet; thence North 208.7 feet, to the point of beginning.

Also Except: Legal in WD 216800

To have and to hold the said premises, with their appurtenances unto Grantee, her heirs and assigns forever.

This Deed is to correct the Personal Representative's Deed recorded 05-13-2008 as

Instrument # 201405.

Instrument # 202583

BEAR LAKE COUNTY

9-25-2008 03:04:10 No. of Pages: 3

Recorded for : STEVEN A. WUTHRICH, ATTY.

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: PERSONAL REP. DEED

Fee: 9.00
Cindy Garver

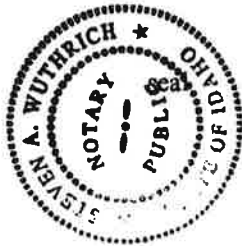
202583

DATED this 23rd day of September, 2008.

Laura M. Widmer
LAURA M. WIDMER
Personal Representative of the Estate of
Ray L. Widmer, Jr.

STATE OF IDAHO)
 :SS.
County of Bear Lake)

Appeared before me on the 23 day of September, 2008, Laura M. Widmer, and being first duly sworn, duly acknowledged to me that she is the Personal Representative of the Estate of Ray L. Widmer, Jr., that she was appointed on April 22, 2008, and a true and certified copy of the Letters is attached hereto, and that she duly executed the foregoing Personal Representative Deed, for and on behalf of said Estate.



Steven A. Wuthrich
NOTARY PUBLIC:
Residing at: Bear Lake
Comm. Exp. 10/27/2010

DEED - Page 2

82383

STEVEN A. WUTHRICH, Esq.
Steven A. Wuthrich #3316
1011 Washington Street, Ste. 101
Montpelier, Idaho 83254
Tel: (208) 847-1236
Fax: (208) 847-1230

202583

CLERK OF DISTRICT COURT
2008 SEP 12 PM 2:12
KERRY HADLOCK, CLERK

DEPUTY _____ CASE NO. _____

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO IN AND FOR THE COUNTY OF BEAR LAKE

In the matter of the estate of:)

RAY L. WIDMER, Jr.,)

Decedent.)

CV-2008-00073
Case No. 2008-00073

LETTERS

Laura M. Widmer was duly appointed and qualified as Personal Representative of the above named decedent on April 22, 2008 by the Court, with all authority pertaining thereto.

Administration of the estate is unsupervised. These letters are issued to evidence the appointment, qualification and authority of said Personal Representative.

The Personal Representative has full power to investigate and administer the estate.

WITNESS, my signature and Seal of this Court, this 12th day of September, 2008.

BY THE COURT:


HON. LYNN BROWER
Magistrate Judge

I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court, of the Sixth Judicial District of Idaho, for Bear Lake County.

By 
Deputy Clerk

9-12-08

82383

Instrument # 218800
BEAR LAKE COUNTY
12-18-2014 01:18:18 No. of Pages: 1
Recorded for: NORTHERN TITLE CO.
KERRY HADDOCK Fee: \$18.00
Ex-Officio Recorder Deputy: eg
Index to: WARRANTY DEED

NTBL-69558
Jeffrey A. Marx
P.O. Box 185
Bloomington, ID 83223

WARRANTY DEED

Laura M. Widmer, widow

Grantor(s)

of Geneva County of Bear Lake, State of Idaho

hereby **CONVEY AND WARRANT** to

Jeffrey A. Marx and Charlotte P. Marx, husband and wife, community property with right of survivorship

Grantee(s)

of Geneva County of Bear Lake, State of Idaho

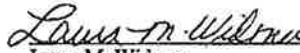
for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Bear Lake County, State of ID:

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 12 SOUTH, RANGE 16 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, FROM WHICH THE NORTHEAST CORNER OF SECTION 34 BEARS SOUTH 89° 56' 11" EAST 2631.27 FEET; THENCE SOUTH 89° 56' 11" EAST 654.46 FEET ALONG THE NORTH LINE OF SAID SECTION 34 TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89° 56' 11" EAST 241.82 FEET ALONG SAID NORTH LINE;
THENCE SOUTH 00° 03' 49" WEST 33.00 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173" SET ON THE SOUTH RIGHT OF WAY LINE OF THOMAS FORK ROAD;
THENCE SOUTH 00° 03' 49" WEST 182.78 FEET TO A 5/8" REBAR WITH CAP;
THENCE NORTH 89° 56' 11" WEST 237.75 FEET TO A 5/8" REBAR WITH CAP;
THENCE NORTH 07° 21' 33" EAST 73.20 FEET TO A 5/8" REBAR WITH CAP;
THENCE NORTH 84° 26' 37" WEST 13.43 FEET TO A 5/8" REBAR WITH CAP;
THENCE NORTH 00° 03' 49" EAST 108.89 FEET TO A 5/8" REBAR WITH CAP SET ON SAID SOUTH RIGHT OF WAY LINE OF THOMAS FORK ROAD;
THENCE NORTH 00° 03' 49" EAST 33.00 FEET TO THE TRUE POINT OF BEGINNING.
Part of AIN: 03427.00

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that they are the owner(s) in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.
Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this December 18, 2014

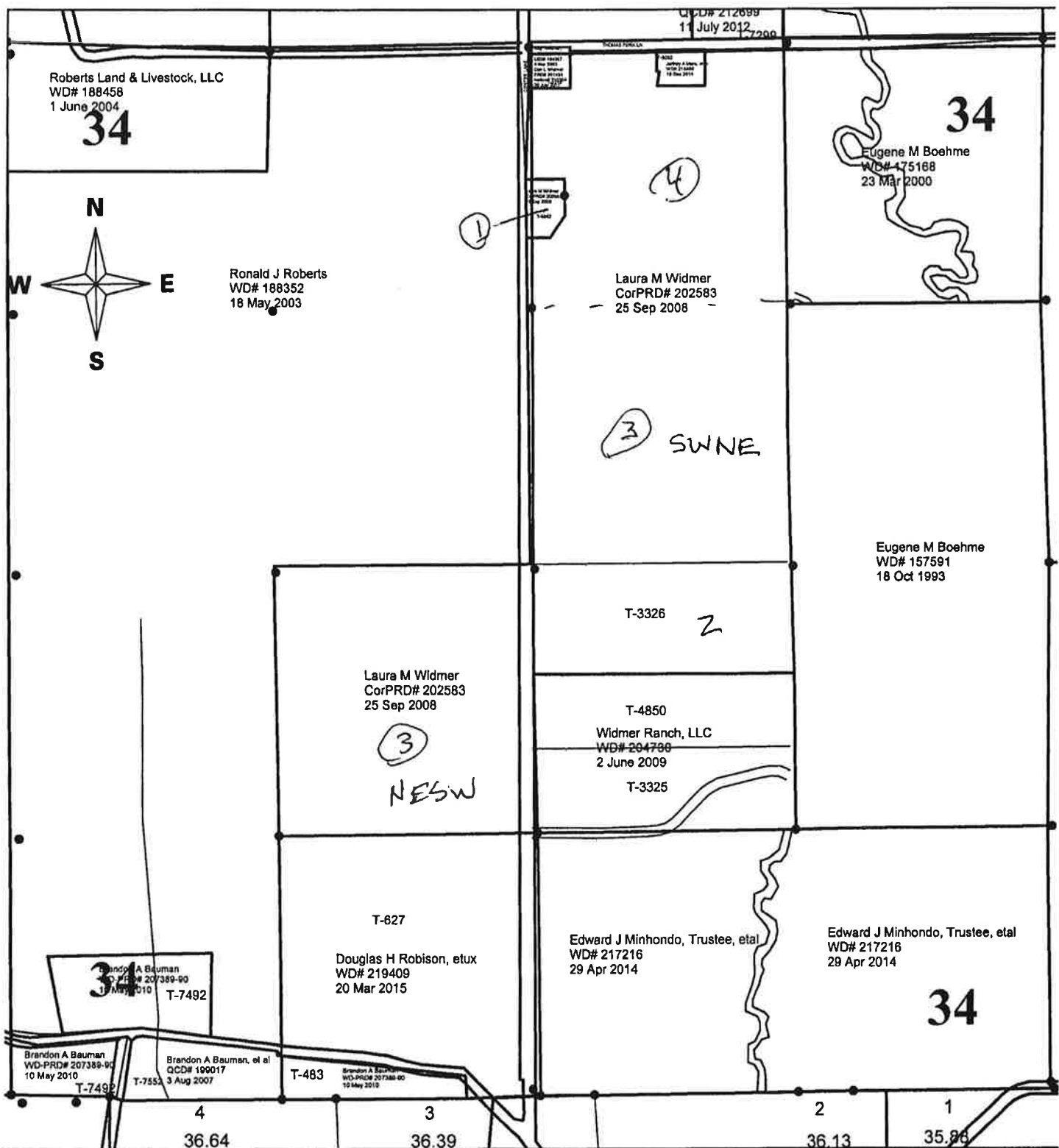

Laura M. Widmer

State of ID)
County of Bear Lake)

On December 18, 2014, before me, the undersigned a Notary Public in and for said state personally appeared Laura M. Widmer known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

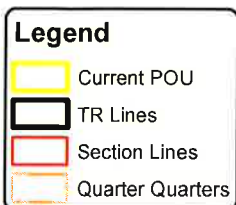



Notary Public
Resides At: Montpelier, ID
My Commission Expires On: 10/24/2017



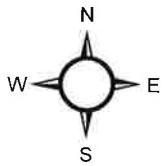
This sketch is provided without charge for your information, it is not intended to show all matters related to the property including, but not limited to area dimensions, encroachments, or location of boundaries. It is not a part of, nor does it modify the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. References should be made to an accurate survey for further information.*

8 2 3 8 3



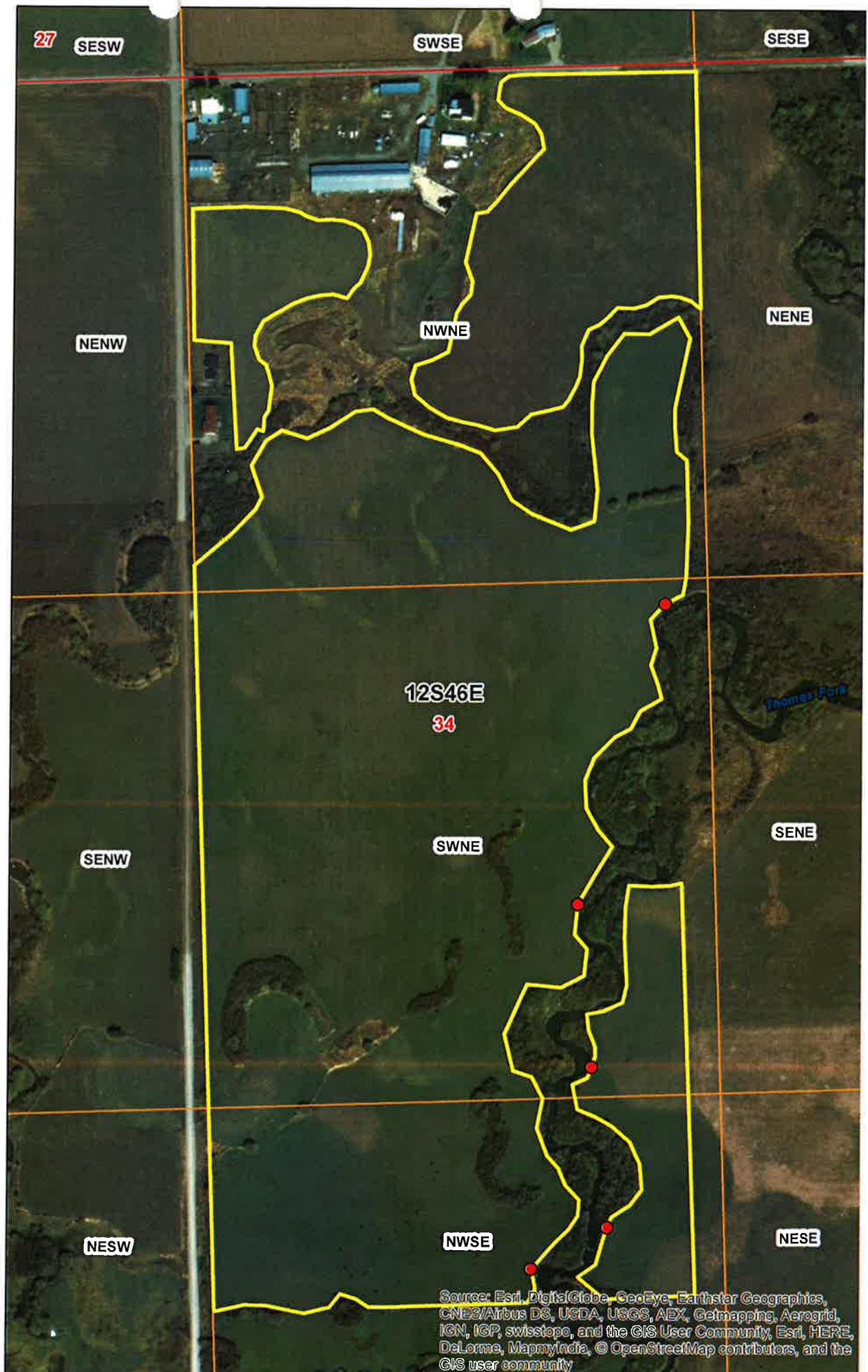
49695

82388



Legend

- New PODs
- New POU
- ▭ TR Lines
- ▭ Section Lines
- ▭ Quarter Quarters



49695

82389

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

1 of 2



A handwritten signature in black ink, appearing to read "Austin D. Fisher".

NOTARY PUBLIC FOR *Montpelier, Idaho*

Commission expires: *11/25/22*

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris, Esq.
Holden, Kidwell, Hahn & Crapo, PLLC
PO Box 50130
Idaho Falls, ID 83405-0130

(Space Above for Recorder's Use)

WATER RIGHTS ALLOCATION AGREEMENT

This Water Rights Allocation Agreement (this "Agreement") is entered into by and between **Laura Widmer**, a single woman, whose address is P.O. Box 64, Geneva, ID 83238 (hereinafter "Laura"), and **Widmer Ranch, L.L.C.**, an Idaho limited liability company, whose address is 461 Widmer Lane, Geneva, ID 83238 (hereinafter "Widmer Ranch"). Laura and Widmer Ranch may be referred to herein individually as a "Party" and collectively the "Parties."

RECITALS

- A. Water Right Nos. 11-119 and 11-120 were decreed on February 20, 1902, in the case of *Fawsett Bros. et al. vs. Thomas Fork Irrigation and Canal Company et al.* (the "Thomas Fork Decree"), to Samuel Widmer.
- B. Water Right No. 11-119 (hereinafter simply "11-119") was decreed for 0.8 cfs to be diverted from the Thomas Fork Canal with a priority date of June 15, 1885, for the irrigation of the following described property as set forth in the Thomas Fork Decree:
- "W1/2NE1/4, NW1/4SE1/4, NE1/4SW1/4, Sec. 3, T.12 S., R. 46"
- C. Water Right No. 11-120 (hereinafter simply "11-120") was decreed for 0.8 cfs to be diverted from the Muddy Canal with a priority date of September 15, 1894, for the irrigation of the following described property contained in the Thomas Fork Decree:
- "See 6/15/85 right"
- D. It appears that the place of use description for 11-119 and 11-120 (by reference to 11-119's place of use) contained a typographical error because the place of use legal description in the Thomas Fork Decree describes property that was not owned by Samuel Widmer.
- E. Laura and Widmer Ranch now own property originally owned by Samuel Widmer.

- F. A dispute has arisen between the Parties regarding the ownership of 11-119 and 11-120. The Parties desire to resolve this ownership issue pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and agreements expressed herein, the sufficiency of which consideration the Parties hereby acknowledge, the Parties agree as follows:

1. **Allocation of Water Rights.** The Parties hereby agree to the following allocation of ownership of 11-119 and 11-120:

SPLIT OF WATER RIGHT NOS. 11-119 AND 11-120							
Water Right	Priority Date	Div. Rate (cfs)	Miner's Inches	Source	Water Use	Individual Acre Limit	Combined Acres
ORIGINAL WATER RIGHT							
11-119	6/15/1885	0.8	40	THOMAS FORK	IRRIGATION	80	160
11-120	9/15/1894	0.8	40	THOMAS FORK	IRRIGATION	80	
TOTALS		1.6	80			160	160
SPLIT TO WIDMER RANCH LLC							
11-119	6/15/1885	0.66	33	THOMAS FORK	IRRIGATION	66	90
11-120	9/15/1894	0.24	12	THOMAS FORK	IRRIGATION	24	
TOTALS		0.9	45			90	90
SPLIT TO LAURA WIDMER							
11-119	6/15/1885	0.14	7	THOMAS FORK	IRRIGATION	14	70
11-120	9/15/1894	0.56	28	THOMAS FORK	IRRIGATION	56	
TOTALS		0.7	35			70	70
SPLIT TOTALS		1.6	80			160	160

2. **General Provisions.**

2.1. **Binding Effect.**

2.1.1. This Agreement shall be binding upon each of the Parties to this Agreement and any and all of its successors, representatives, attorneys, assigns, agents, employees, members, servants, insurers, reinsurers, underwriters, parent entities, holding companies, subsidiaries, and/or related entities, and any and all other persons and entities acting for, by or through said Party or on said Party's behalf.

2.1.2. This Agreement shall inure to the benefit of each of the Parties to this Agreement, their attorneys, and any and all of the Party's successors, representatives, assigns, agents, employees, servants, insurers, reinsurers,

underwriters, parent entities, holding companies, subsidiaries and/or related entities, and any and all other persons and entities acting for, by or through such Party.

- 2.2. **Recording.** This Agreement shall be recorded in the records of Bear Lake County, Idaho, on the properties of the Parties upon which the parties intend to use the water allocated to each Party's share of 11-119 and 11-120. The Parties agree that the recording of this Agreement shall function as a quitclaim deed in conveying any right, title, or interest each Party has in 11-119 and 11-120 to the other Party.
- 2.3. **No Third-Party Beneficiary.** No term or provision of this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party to this Agreement, and no other person, firm, corporation, or entity has any right or cause of action under this Agreement.
- 2.4. **Waiver.** Failure of either Party to require performance of any provision of the Agreement shall not affect either Party's right to require full performance thereof at any time thereafter and the waiver by either party of a breach of any provisions hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.
- 2.5. **Attorneys' Fees.** If any Party engages an attorney to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting Party shall pay to the non-defaulting Parties all costs and expenses, including, but not limited to, reasonable attorneys' fees and costs, which the non-defaulting Parties may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit, on appeal, or otherwise.
- 2.6. **Choice of Law, Venue, and Forum.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the state or federal courts in the State of Idaho in and for Bear Lake County, Idaho, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.
- 2.7. **Headings.** The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
- 2.8. **Interpretation.** Each party has participated fully in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The Parties declare that

the terms of this Agreement were derived through mutual negotiation and compromise, that this Agreement shall be deemed drafted by both Parties and any presumption or principle that the language shall be construed against either Party shall not apply.

- 2.9. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement and it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by both Parties.
- 2.10. Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
- 2.11. Obligation and Authority.** This Agreement constitute the legal, valid, and binding obligation of the parties, enforceable against the Parties in accordance with its terms. Each Party has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and to perform its obligations hereunder
- 2.12. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.

Each of the undersigned has fully read this Agreement and fully understands and voluntarily accepts the terms of this Agreement. The Parties declare that each has carefully read this Agreement, that each has reviewed its terms with each one's respective counsel, and that each agrees to it for the purpose herein described.

[Signature Page Follows]

COUNTERPART SIGNATURE PAGE

DATED this 4 ^{may RW} day of ~~April~~, 2018.

WIDMER RANCH, L.L.C.

Kirk Widmer

By: Kirk Widmer
Its: Member

Janet Widmer

By: Janet Widmer
Its: Member

STATE OF IDAHO)
County of Bonneville) ss.
~~BEAR LAKE~~)

This record was acknowledged before me on this 4 ^{may MK} day of ~~April~~, 2018, by **KIRK WIDMER** and **JANET WIDMER** as members of **WIDMER RANCH, L.L.C.**, an Idaho limited liability company.



Maryann Reed
NOTARY PUBLIC FOR IDAHO
My commission expires: 3-26-24

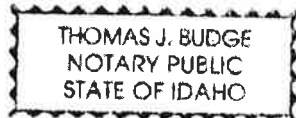
COUNTERPART SIGNATUER PAGE

DATED this 20th day of April, 2018.

Laura Widmer
Laura Widmer

STATE OF IDAHO)
)ss.
County of BEAR LAKE)

This record was acknowledged before me on the 20th day of April, 2018, by LAURA WIDMER.



Thomas J. Budge
Notary Public for Idaho
My Commission Expires: 12-21-18



May 16, 2018

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

RECEIVED

MAY 21 2018

Department of Water Resources
Eastern Region

Re: Laura Widmer Transfer

To Whom It May Concern:

Enclosed is the original and one copy of a Transfer Application submitted on behalf of Laura Widmer, together with a check in the amount of \$500 for the filing fee. Please process the original and conform stamp and return the copy to me in the enclosed returned envelope.

Should you have any questions, please give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T.J. Budge', is written over a horizontal line.

T.J BUDGE

c: Laura Widmer