

RECEIVED

OCT 24 2017

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 82051MINIMUM 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) City of Sugar CityCheck 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

RECEIVED

OCT 24 2017

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) City of Sugar City Phone 208-359-7561Mailing address PO Box 56, Sugar City, ID 83448 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 Rocky Mountain Environmental Associates, Inc Phone 208-524-2353Mailing 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

David D. Ogden
Print Name and Title if applicable

10-23-17
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 is contracted to purchase 2 acres from water right owner. The acres will be used within the service area boundary of Sugar City on parks also covered by canal shares. The water right is proposed to be changed to Municipal, but will be designated to the irrigation of 2.0 acres.

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 ☐ ☒	22-7225	0.04 cfs	Municipal	04/01 to 10/15	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.04 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.04 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 #
N			NW	SE	4	6N	40E	MADISON	GROUND WATER	#1
N			NW	SE	4	6N	40E	MADISON	GROUND WATER	#2
N			SW	SW	4	6N	40E	MADISON	GROUND WATER	#4
N	2		NW	NE	4	6N	40E	MADISON	GROUND WATER	#5
N			SW	NW	9	6N	40E	MADISON	GROUND WATER	#6

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	

Municipal Service Area of Sugar City

Total Acres (for irrigation use)																			

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:
Five existing wells, already complete with measuring devices, connect to the municipal water supply system. A secondary system delivers canal shares to certain parks.
- 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:
The land now irrigated will no longer be irrigated with ground water. It may continue to be irrigated by canal shares.
- 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:
The existing place of use is also irrigated by canal shares in Teton Island Canal and Fremont Madison Irrigation District. The proposed place of use is the municipal service area of the City of Sugar City. It is provided water through municipal water rights and shares in Teton Island Feeder Canal Co. and Salem Union Canal Co.
- 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

10/20/2017

WATER RIGHT NO. 22-7225

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DOUGLAS K SAKOTA
Current Owner	KENNETH T SAKOTA PO BOX 163 REXBURG, ID 83440 2083566562
Attorney	JERRY R RIGBY RIGBY ANDRUS & MOELLER CHTD 25 N 2ND E PO BOX 250 REXBURG, ID 83440 2083563633
Original Owner	MARIE SAKOTA PO BOX 163 REXBURG, ID 83440 2083566562
Original Owner	KIYOSHI SAKOTA PO BOX 334 REXBURG, ID 83440 2083566562

Priority Date: 04/11/1977

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/15	2.92 CFS	511 AFA
Total Diversion			2.92 CFS	

Location of Point(s) of Diversion:

82051

GROUND WATER|SENE|Sec. 18|Township 06N|Range 40E|MADISON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION MADISON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06N	40E	18		NENE	31		NWNE	38		SWNE	39		SENE	38

Total Acres: 146

Conditions of Approval:

1. E02 Use of this right is combined with water from Teton Island Canal & Fremont Madison Irrigation District. This partial decree is subject to such general provisions necessary for the definition of the rights or for
2. C18 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.
3. S38 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 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.
4. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
5. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Dates:

Licensed Date:

Decreed Date: 02/13/2012

Permit Proof Due Date: 6/1/1982

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 6/10/1977

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: 100

Generic Max Rate per Acre:

82051

82051

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 24th day of October, 2017 (the "Effective Date"), by and between Douglas K Sakota and Kenneth T Sakota, whose address is PO Box 163, Rexburg, Idaho 83440 (hereinafter "Seller"), and City of Sugar City, whose address is PO Box 56, Sugar City, Idaho 83448 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 22-7225 (the "Water Right"), which was decreed on February 13, 2012 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 April 11, 1977. The Water Right is more fully described 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, up to a 2.0-acre portion of the Water Right. Buyer has agreed to purchase 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, up to the following-described portion of the Water Right.

Source:	Ground water
Purpose:	Irrigation
Priority:	April 11, 1977
Quantity (Diversion Rate):	0.04 cfs of the total authorized 2.92 cfs
Quantity (Volume):	7 acre-feet per annum
Place of Use (Acreage):	2 acres of the 146 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 portions of 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] per acre or up to [REDACTED] (the "Purchase Price") depending on the total amount of water right actually transferred to the buyer.
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 14 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) 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 applied, 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.
 - (b) 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.

2. Closing.

- (c) Closing Date. If no protest to the Transfer is filed with IDWR and/or Buyer does not exercise the contingency set forth in paragraph 6(a) of this Agreement, the Closing shall occur no sooner than 14 days after the date of the Transfer approval and no later than 28 days after the date of the Transfer approval. 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.
- (a) Closing Location. The Closing shall occur at the offices of Rigby, Andrus, & Rigby Law, PLLC, or at another location mutually agreed by the Parties.
- (b) 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.
- (c) 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.

3. 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.

4. 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.
5. 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.
6. 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.
7. 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> Douglas K Sakota and Kenneth T Sakota PO Box 163 Rexburg, ID 83440	<u>Buyer</u> City of Sugar City PO Box 56 Sugar City, ID 83448
<u>Seller's Representative</u>	<u>Buyer's Representative</u>

- (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.

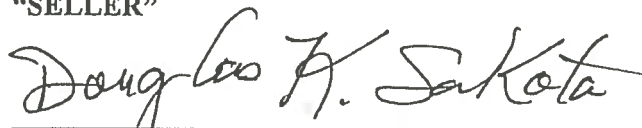
- (d) Broker.

- (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.

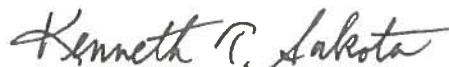
- (e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by 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.

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

"SELLER"



Douglas K Sakota



Kenneth T Sakota

"BUYER"

A handwritten signature in black ink, appearing to read 'David Ogden', is written over a horizontal line. The signature is somewhat stylized and cursive.

City of Sugar City
By: David Ogden
Its: Mayor

Exhibit 1
The "Water Right"

10/20/2017

Water Right Report

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/20/2017

WATER RIGHT NO. 22-7225

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DOUGLAS K SAKOTA
Current Owner	KENNETH T SAKOTA PO BOX 163 REXBURG, ID 83440 2083566562
Attorney	JERRY R RIGBY RIGBY ANDRUS & MOELLER CHTD 25 N 2ND E PO BOX 250 REXBURG, ID 83440 2083563633
Original Owner	MARIE SAKOTA PO BOX 163 REXBURG, ID 83440 2083566562
Original Owner	KIYOSHI SAKOTA PO BOX 334 REXBURG, ID 83440 2083566562

Priority Date: 04/11/1977
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/15	2.92 CFS	511 AFA
Total Diversion			2.92 CFS	

Location of Point(s) of Diversion:

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=7225&SplitSuffix=%20%20&TypeWaterRight=True> 1/3

10/20/2017

Water Right Report

GROUND WATER|SENE|Sec. 18|Township 06N|Range 40E|MADISON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION MADISON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06N	40E	18		NENE	31		NWNE	38		SWNE	39		SENE	38

Total Acres: 146

Conditions of Approval:

1. E02 Use of this right is combined with water from Teton Island Canal & Fremont Madison Irrigation District.
2. 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.
3. S38 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 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.
4. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
5. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Dates:

Licensed Date:

Decreed Date: 02/13/2012

Permit Proof Due Date: 6/1/1982

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 6/10/1977

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: 100

Generic Max Rate per Acre:

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=7225&SplitSuffix=%20%20&TypeWaterRight=True> 2/3

10/20/2017

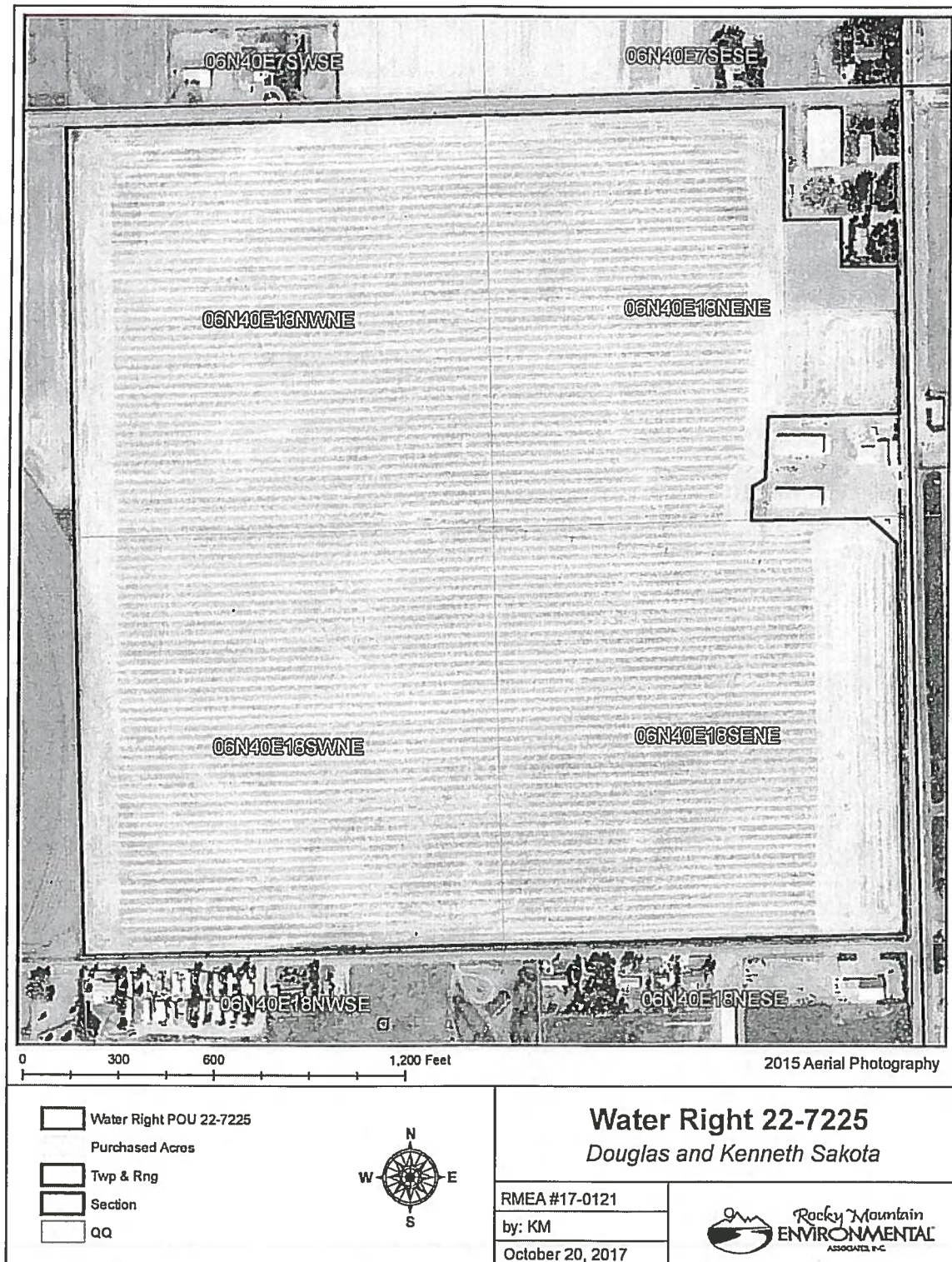
Water Right Report

Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=7225&SplitSuffix=%20%20&TypeWaterRight=True> 3/3

Exhibit 2
Map of up to 2.0 Acres—the "Purchased Water Right"



**Exhibit 3
Form of the Deed**

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Roger Warner
Rocky Mountain Environmental Associates, Inc.
482 Constitution Way, Ste 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Douglas K Sakota and Kenneth T Sakota, whose address is PO Box 163, Rexburg, Idaho 83440 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto City of Sugar City, whose address is PO Box 56, Sugar City, Idaho 83448 (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_____.

"GRANTOR"

Douglas K Sakota

Kenneth T Sakota

STATE OF IDAHO)
)ss.
County of _____)

On the ____ day of _____, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Douglas K Sakota and Kenneth T Sakota, known or identified to me 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 hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

Notary Public for _____
Residing at: _____
Commission Expires: _____

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is executed to be effective as of May 1, 2017, by and between the **Kaz and Eleanor Sakota Restated Living Trust, Bank of Idaho, Trustee**, whose address is P.O. Box 1487, Idaho Falls, ID 83402, (hereinafter, the "Trust"), Audrey Farr (Holden), a married woman, whose address is 3178 N. 800 E., Odgen, UT 84414 (hereinafter, "Audrey"), **Doug Sakota**, a single man, whose address is P.O. Box 163, Rexburg, ID 83440, (hereinafter "Doug"), and **Ken Sakota**, a single man, whose address is P.O. Box 163, Rexburg, ID 83440 (hereinafter, "Ken"). The Trust and Sakota may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

A. Kazuo "Kaz" Sakota and Eleanor Sakota previously owned certain farm ground located in Madison County, Idaho, generally described as:

- (1) Approximately thirty (30) acres of land located north of the Moody Road within the NW1/4SE1/4 and the SW1/4SE1/4 of Section 7, Township 6N., Range 40E., Boise Meridian (hereinafter, the "North Parcel"); and
- (2) Approximately sixty (60) acres of land located south of the Moody Road within the NW1/4NE1/4 and NE1/4NE1/4 of Township 6N., Range 40E., Boise Meridian (hereinafter, the "South Parcel").

B. Based upon a review of Teton Island Canal Co. records and other historic documents, the North Parcel was irrigated with water from two sources of water, specifically, (1) canal water allocated to three (3) shares of Teton Island Canal Co. stock, and (2) thirty (30) acre-feet of storage water from the Fremont-Madison Irrigation District (hereinafter, "FMID").

C. Based upon a review of Teton Island Canal Co. records and other historic documents, the South Parcel was also irrigated with water from two sources of water, specifically, (1) canal water allocated to three (3) additional shares of Teton Island Canal Co. stock, and (2) sixty (60) acre-feet of storage water from the FMID.

D. FMID holds a contract for all of the water that accrues to storage reservoir space in Island Park Reservoir. When the Teton Island Canal Co. is no longer entitled to water under its water rights to distribute to its shareholders because of priority administration of water rights, storage water that is released from Island Park Reservoir is then delivered to landowners who are patrons of FMID to finish off their crops.

E. Each year, the Teton Island Canal Co. assessed Kaz a certain dollar amount per share to fund operation of this canal company. Each year, FMID also assessed Kaz a certain dollar amount per acre of land to fund operation of this irrigation district.

F. At various times over the years, Kaz and Eleanor split off small-acreage parcels—mostly for residences—from both the North Parcel and the South Parcel.

G. Out of the original North Parcel, Kaz split off two residential parcels. Based on Madison County records, each property's tax parcel number, owner(s), and acreage is:

NORTH PARCEL RESIDENTIAL PROPERTIES	Acres
RP06N40E077860—Darwin and Wendy Sakota	1.198
RP06N40E077850—Alan Sakota	0.574
Total Acres	1.772

H. Out of the original South Parcel, Kaz split off three (3) parcels totaling approximately six (6) acres in size. Based on Madison County records, each property's tax parcel number, owner, and acreage is:

SOUTH PARCEL RESIDENTIAL PROPERTIES	Acres
RP06N40E180013—Darwin T. Sakota	1.043
RP06N40E180006—The Trust (this parcel consists of both the Kaz home and the pasture parcel behind Audrey Farr's house).	3.835
RP06N40E180015—Audrey Farr (Holden)	1.484
Total Acres	6.362

I. On September 9, 1986, Kaz and Eleanor conveyed approximately fifty-four (54) acres of the South Parcel to Ken and Doug as evidenced by a certain Warranty Deed recorded as Instrument No. 217055 in the records of Madison County, Idaho.

J. The Warranty Deed was silent as to how the Teton Island Canal Co. shares and FMID storage entitlement were to be allocated to Ken and Doug Sakota.

K. According to FMID records, by 1992, Ken and Doug had assigned to them the fifty-four (54) acre-feet of storage water appurtenant to the 54-acre parcel purchased from Kaz and Eleanor.

L. According to FMID records, by 1992, the Trust was assessed for a total of thirty-six (36) acre-feet of storage water, thirty (30) acre-feet of which was associated with the North Parcel and six (6) acre-feet of which was associated with the South Parcel residential properties.

M. For reasons that are not clear and subject to potential dispute, the pro-rated amount of shares associated with the 54-acre parcel were not updated to Ken and Doug's names in the records of the Teton Island Canal Co. As a result, since 1992, the Trust has paid the assessments levied against all six (6) shares originally owned by Kaz and Eleanor.

N. Eventually, Kaz and Eleanor transferred title to the North Parcel (less the Alan Sakota and Darwin and Wendy Sakota residential properties) to the Trust.

O. In addition, a portion of a ground water right that is in the name of Ken and Doug Sakota—Water Right No. 22-7225—is authorized to irrigate the pasture owned by the Trust which is located behind Audrey Farr's (Holden's) residential parcel. It also appears that the water right shapefile for Water Right No. 22-7225 overlaps onto Audrey Farr's (Holden's) residential parcel. Based upon a review of historic water right documents, it is unclear if any portion of Water Right No. 22-7225 should be owned by the Trust and Audrey Farr (Holden).

P. All of the above water right matters are now in need of attention and clarification, particularly because in October of 2016, Ken and Doug—through their counsel—requested that the Teton Island Canal Co. take the necessary steps to cancel three and one-half (3½) shares of stock still in Kaz's name and reissue them to Ken and Doug.

Q. The Parties have exchanged information concerning the above matters, and rather than pursue litigation, the Parties have agreed to resolve these matters as follows.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the beneficiaries agree as set forth below.

1. Allocation of Three (3) Canal Company Shares Originally Associated with the South Parcel. The Parties agree that the three (3) shares in the Teton Island Canal Co. originally associated with the South Parcel shall be allocated as follows:

(a) One-half (½) Share. One-half (½) share shall be allocated to the Trust, Darwin Sakota, and Audrey Farr as joint owners of said one-half share, which shall be appurtenant to all the South Parcel residential parcels identified in Recital H above.¹

¹ The allocation of this one-half share to the joint owners has been preliminarily agreed to by the Teton Island Canal Co., and is the minimum fractional share that will be issued by the Teton Island Canal Co.

(b) Two and one-half (2½) Shares. Two and one-half (2½) shares should be transferred to Ken and Doug, which shall be appurtenant to the 54-acre parcel purchased from Kaz and Eleanor Sakota.

The Parties shall execute the necessary documents with the Teton Island Canal Co. to effectuate the transfer of shares set forth in this paragraph.

2. Allocation of FMID Storage Water Associated with South Parcel Residential Properties. Because FMID bases ownership of storage water on ownership of acres, the six (6) acre-feet associated with the South Parcel residential properties shall be proposed to be divided by FMID in proportion to the percentage ownership of property (with rounding), as set forth in this table:

SOUTH PARCEL RESIDENTIAL PROPERTIES	FMID Acre-feet
RP06N40E180013—Darwin T. Sakota	1.0
RP06N40E180006—The Trust (this parcel consists of both the Kaz home and the pasture parcel behind Audrey Farr's house).	3.6
RP06N40E180015—Audrey Holden (Farr)	1.4
Total Acres	6.0

The Trust shall execute the necessary documents with the FMID to effectuate the transfer of storage water set forth herein.

3. Allocation of Three (3) Canal Company Shares Associated with the North Parcel. The Parties agree that the three (3) shares in the Teton Island Canal Co. originally associated with the North Parcel shall be allocated to the remaining farm land existing on the North Parcel that is owned by the Trust, which, according to Madison County records, consists of a parcel approximately 27.728 acres and is identified with the tax parcel number of RP06N40E077836.

4. Payment to Trust for Past Assessments Paid by the Trust to Two and One-half (2 ½) Shares. Ken and Doug shall pay the [REDACTED] for the past payment of assessments levied against the two and one-half (2 ½) shares to be conveyed to them, which the Trust and/or its predecessors have paid since 1992.

5. Audrey and Trust Waiver of Interest in any Portion of Ground Water Right No. 22-7225. Audrey and the Trust, including its beneficiaries, hereby waive and surrender any right, title, or interest to any portion of Water Right No. 22-7225 that is currently associated with land owned by the Trust located behind Audrey's residential parcel, as well as any portion of Water Right No. 22-7225 that may overlap onto Audrey's residential parcel. In the event any further documentation is needed by Ken and Doug to evidence this waiver of interest, Audrey and the Trust will execute such further documents that may be necessary.

6. Transfer of any Portion of Ground Water Right No. 22-7225. Ken and Doug shall file a transfer application under Idaho Code § 42-222 to move any portion of 22-7225 off of Audrey's and the Trust's property within six (6) months of the date of this Agreement.

7. Trust Waiver of Interest in Well, Pump, and Irrigation Infrastructure Associated with Diversion of Water Under Water Right No. 22-7225. Audrey and the Trust, including its beneficiaries, hereby waive and surrender any right, title, or interest it has or claims to have in the well, pump, and irrigation infrastructure used to divert water pursuant to Water Right No. 22-7225.

8. 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 by reason 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) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the water right entitlements. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(c) 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.

(d) Enforceability (Severability). 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.

(e) 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. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(g) Successors. This Agreement is for the benefit of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(h) Essence of Time. Time is of the essence in this Agreement.

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

"TRUST"

Kaz and Eleanor Sakota Restated Living Trust


Bank of Idaho, Trustee

"KEN AND DOUG"

Ken Sakota

Doug Sakota

"AUDREY"

Audrey Farr (Holden)

(g) Successors. This Agreement is for the benefit of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(h) Essence of Time. Time is of the essence in this Agreement.

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

"TRUST"

Kaz and Eleanor Sakota Restated Living Trust

Bank of Idaho, Trustee

"KEN AND DOUG"



Ken Sakota



Doug Sakota

"AUDREY"

Audrey Farr (Holden)

g) Successors. This Agreement is for the benefit of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(h) Essence of Time. Time is of the essence in this Agreement.

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

"TRUST"

Kaz and Eleanor Sakota Restated Living Trust

Bank of Idaho, Trustee

"KEN AND DOUG"

Ken Sakota

Doug Sakota

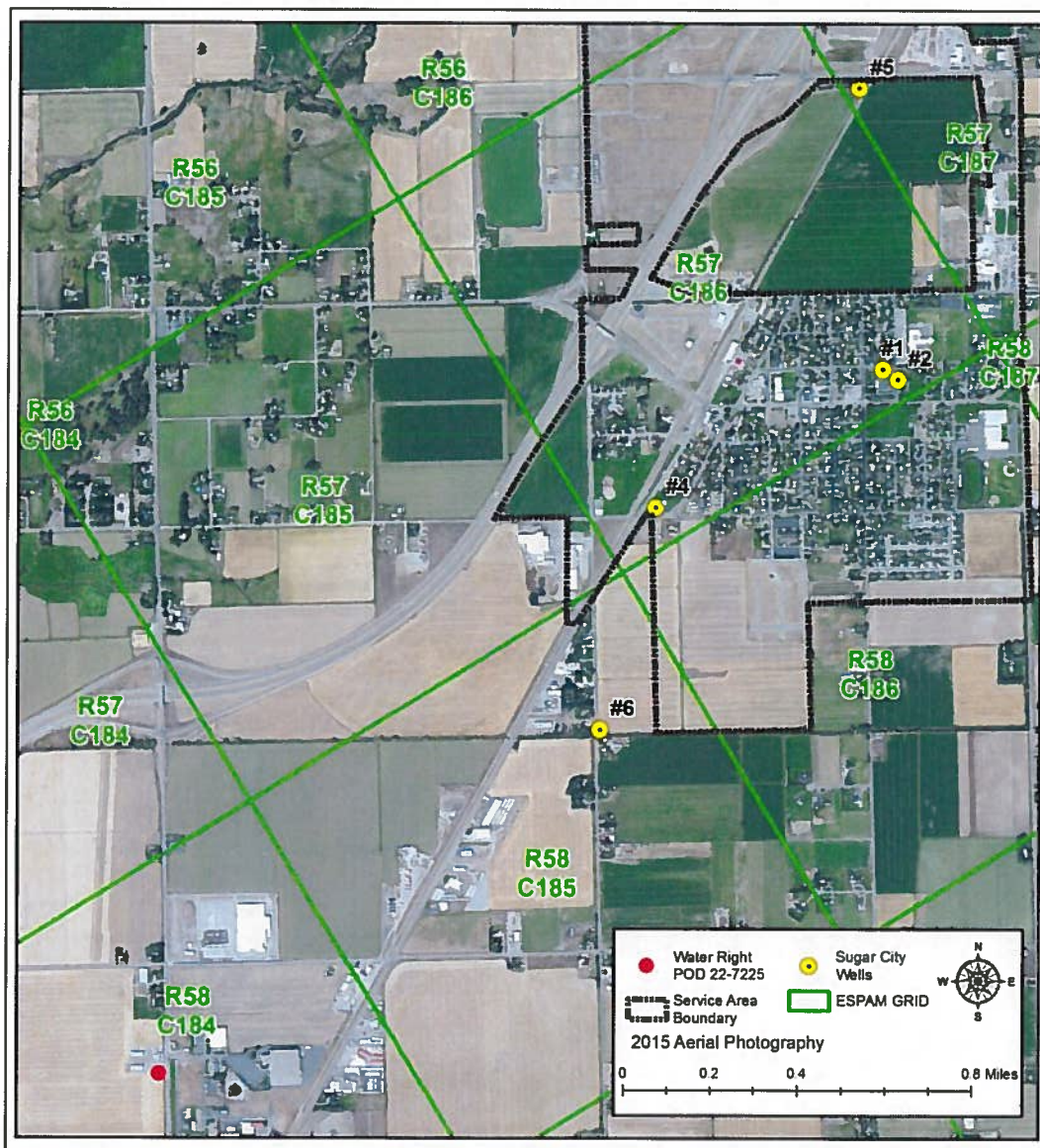
"AUDREY"

Audrey Farr (Holden)
Audrey Farr (Holden)

Eastern Snake Plain Aquifer Modeling Analysis

The Applicant proposes to transfer 2 acres or 7.0 AFA from a well in ESPAM Cell Row 58 Column 184 to a well in Row 57 Column 186. See Figure 1. The TO cell location was chosen for the City of Sugar City as a central location of the water system. Additionally, the majority of the city parks are located within this cell and are likely to be irrigated from the wells within this cell. Using ESPAM 2.1 to simulate the depletions of transferring 7.0 AFA (2.33 AF/trimester) from the original point of diversion of 22-7225 to the proposed point of diversion, the affects do not exceed the threshold of 2.0 af/trimester. No mitigation is required.

Figure 1. Map of Cell Locations



Figures 2-4 include excerpts from the ESPAM 2.1 simulation.

Figure 2. Data Entry

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: 22-7225

YEAR: 1977

SEASON: SPRING

TRANSFER NAME: Sakota to Sugar Creek

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	57	58	75	45
COLUMN	186	184	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 1977	0	2	2	0	0	0	0
SUM 1977	0	2	2	0	0	0	0
WIN 1977	0	2	2	0	0	0	0
SPR 1978	0	2	2	0	0	0	0
SUM 1978	0	2	2	0	0	0	0
WIN 1978	0	2	2	0	0	0	0
SPR 2017	0	2	2	0	0	0	0
SUM 2017	0	2	2	0	0	0	0
WIN 2017	0	2	2	0	0	0	0
SPR 2018	2	0	2	0	0	0	0
SUM 2018	2	0	2	0	0	0	0
WIN 2018	2	0	2	0	0	0	0
SPR 2019	2	0	2	0	0	0	0
SUM 2019	2	0	2	0	0	0	0
WIN 2019	2	0	2	0	0	0	0
SPR 2020	2	0	2	0	0	0	0
SUM 2020	2	0	2	0	0	0	0
WIN 2020	2	0	2	0	0	0	0
SPR 2021	2	0	2	0	0	0	0
SUM 2021	2	0	2	0	0	0	0
WIN 2021	2	0	2	0	0	0	0
SPR 2022	2	0	2	0	0	0	0
SUM 2022	2	0	2	0	0	0	0
WIN 2022	2	0	2	0	0	0	0
WIN 2125	2	0	2	0	0	0	0
SPR 2126	2	0	2	0	0	0	0
SUM 2126	2	0	2	0	0	0	0
WIN 2126	2	0	2	0	0	0	0

Figure 3. Net Transfer Graphs

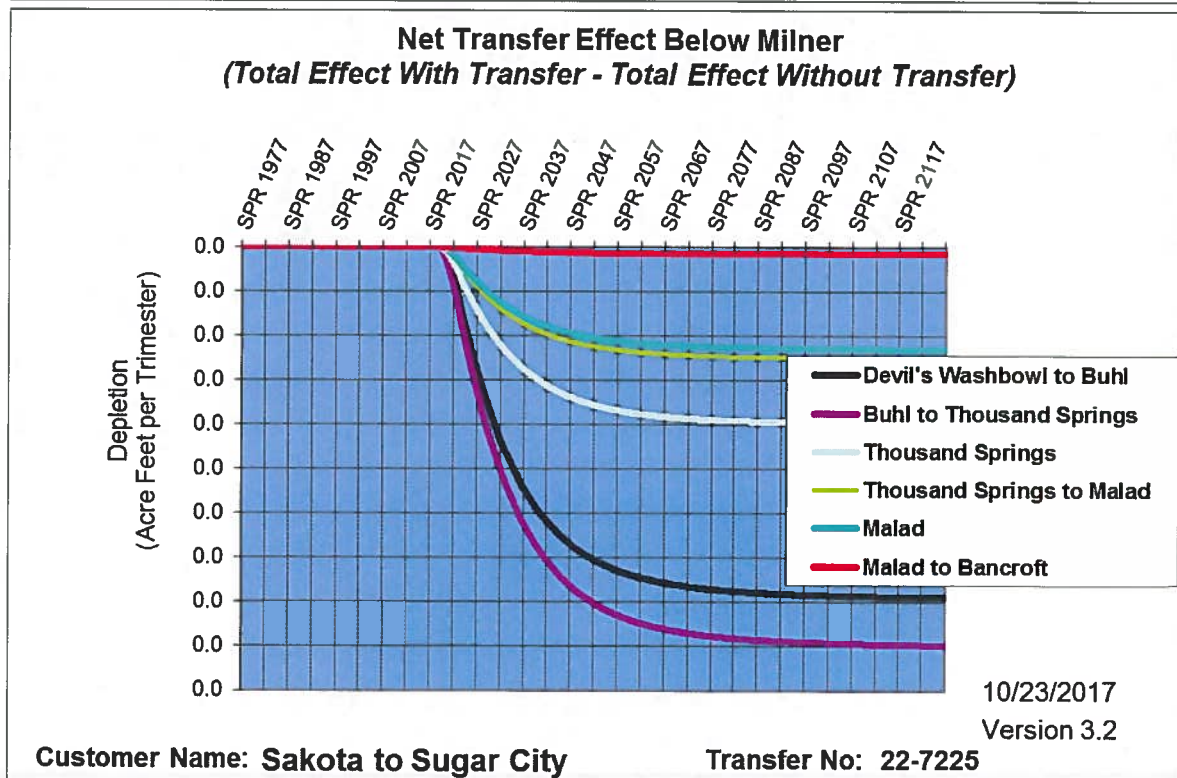
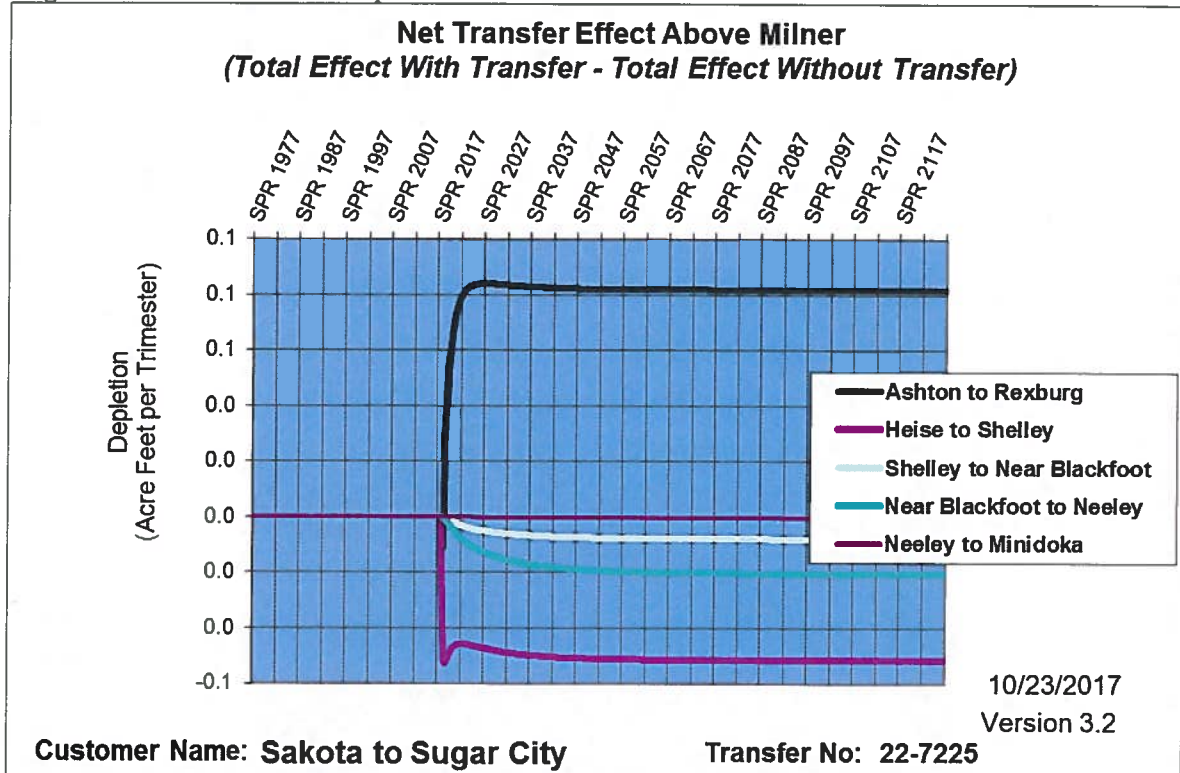
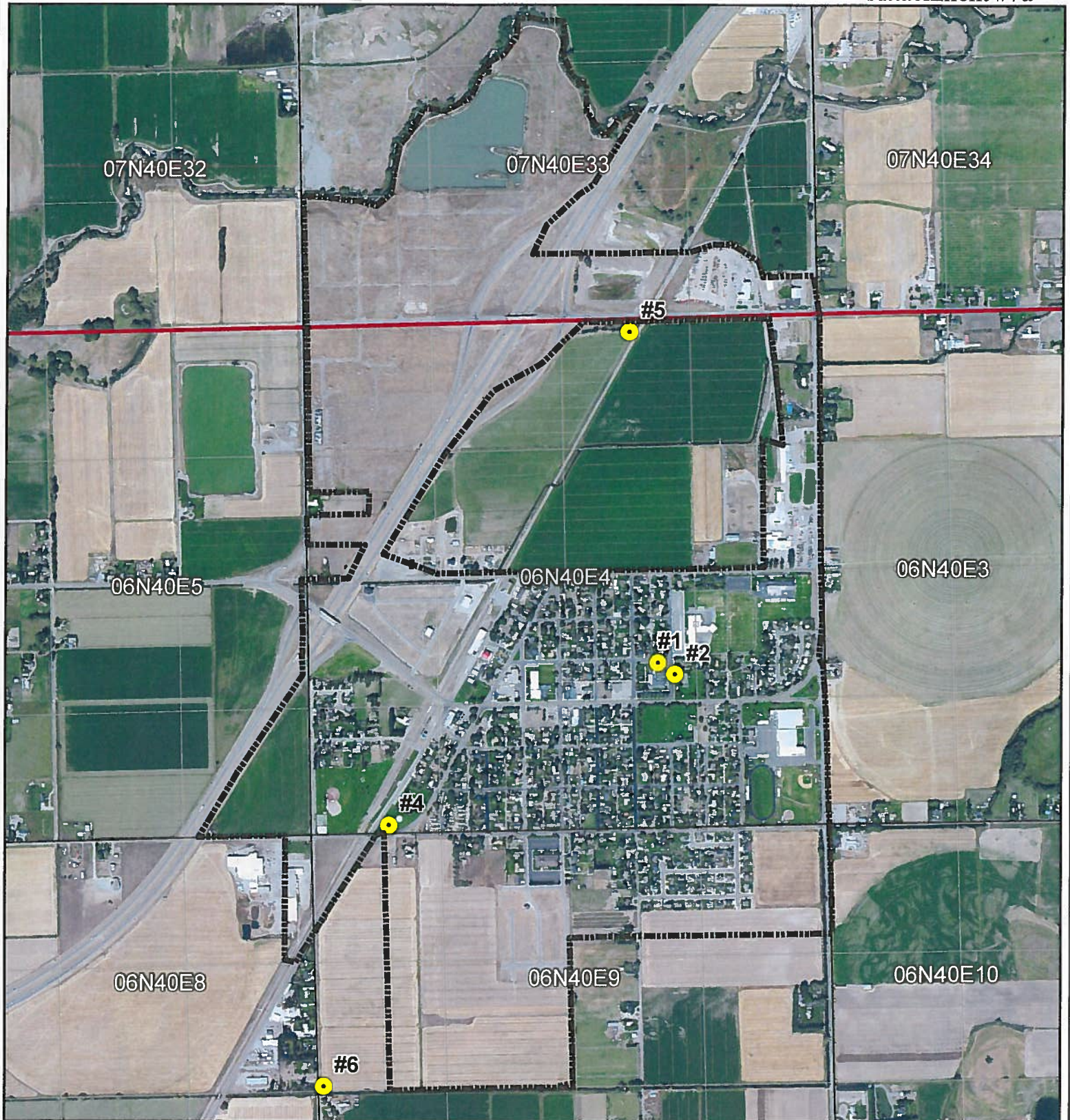


Figure 4. Calculated Effects.

	Net Transfer Effect (AF/four months)										
	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 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2018	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2018	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2019	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2019	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2019	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2020	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2020	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2020	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2124	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2124	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2124	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2125	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2125	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2125	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2126	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2126	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2126	0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: SPR 1977													
Match:		1		Match:		456							
		AtR	HiS	StNB	NBtN	NtM	DWtB	BiTS	TS	TSuM	M	MtB	Total
Preexisting Effects @ SS (Last Time Step):		0.94	0.90	0.13	0.34	0.00	0.01	0.01	0.00	0.00	0.00	0.00	2.33
Steady State - Value of Dep. @ Last Time Step:		1.02	0.85	0.12	0.32	0.00	0.01	0.01	0.00	0.00	0.00	0.00	2.33
sting Effects @ Transient State (Max Value Timestep):		0.94	0.90	0.13	0.34	0.00	0.01	0.01	0.00	0.00	0.00	0.00	2.33
Transient State - Max. Value of Dep. After Transfer:		1.02	0.89	0.12	0.32	0.00	0.01	0.01	0.00	0.00	0.00	0.00	2.37
Steady State Change:		0.08	-0.05	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Transient State Change:		0.08	-0.01	-0.01	-0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	



0 0.25 0.5 1 Miles

2015 Aerial Photography

-  Service Area Boundary
-  Sugar City Wells

-  Twp & Rng
-  Section
-  QQ



Proposed Location

City of Sugar City

RMEA #15-0058

by: KM

October 23, 2017





0 300 600 1,200 Feet

2015 Aerial Photography

● Water Right POD 22-7225

□ Water Right POU 22-7225

■ Purchased Acres

□ Twp & Rng

□ Section

□ QQ



Purchased Acres of Water Right #22-7225

Douglas and Kenneth Sakota

RMEA #15-0058

by: KM

October 23, 2017

